Special Limited Appearance in his private and fiduciary capacity as Executor and Authorized Representative of the Trust, not as a surety or subject person, but as one acting under authority granted by private contract and trust law.

Kevin Walker is a natural, freeborn man, a state Citizen of California and of the original republic in its **de jure** capacity as one of the several states of the Union established under the Constitution for the united States of America (1789). As such, he is a **national American**, also known as a **non-citizen national**, as defined under the laws of the **republic** and affirmed by applicable **constitutional and commercial principles**.

Kevin Walker, herein referred to as 'Affiant,' is over 18 years of age, competent to testify and has first hand knowledge of the facts herein. Affiant declared (or certified, verified, affirmed, or stated) under penalty of perjury under the laws of the United States of America that the following is true and correct, to the best of Affiants's understanding and belief, and in good faith:

- 1. As of **April 10, 2025**, Affiant has **not** received a valid, point for point, written response to the document(s) mailed to the person(s) named below. The document(s) mailed and the mail and delivery date(s) was are:
 - (1) Document: <u>AFFIDAVIT AND CONTRACT SECURITY AGREEMENT:</u>
 NOTICE OF CONDITIONAL ACCEPTANCE, CLAIM, and FRAUD,
 RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
 COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.

To/Defendant(s)/Respondent(s): Chad Bianco C/o SOUTHWEST JUSTICE CENTER 30755-D Auld Road Murrieta, California [92563] Registered Mail # RF775821397US - ssherman@law4cops.com

To/cc: Merrick Garland C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue Nw Washington, District of Colombia, [20530] Registered Mail # RF775821692US

To/cc: Rob Bonta C/o OFFICE OF THE ATTORNEY GENERAL 1300 "I" Street Sacramento, California [95814-2919] Registered Mail # RF775821410US

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1300 "I" Street

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Sacramento, California [95814-2919]

Registered Mail #RF775824155US

(3) Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE, and NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, HARASSMENT, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, AND REQUEST AND DEMAND FOR SETOFF, DISCHARGE, SETTLEMENT, CLOSURE, AND DISMISSAL.

To/Defendant(s)/Respondent(s): Agent(s), Clerks(s), Fiduciary(es) C/o CLERK OF COURT / SOUTHWEST JUSTICE CENTER 30755-D Auld Road Murrieta, California [92563] Registered Mail #RF775824858US

Wesley Hsu C/o HONORABLE WESLEY HSU 350 West 1st Street, Courtroom 9B, 9th Floor Los Angeles, California [90012] Registered Mail #RF775824861US

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Kash Patel
C/o FBI Headquarters
935 Pennsylvania Avenue, North West
Washington, District of Colombia [20535-0001]
Registered Mail #RF775824889US

Steve Bessent
C/o Department of the Treasury
1500 Pennsylvania Avenue, North West
Washington, District of Colombia [20220]
Registered Mail #RF77582901US

Pam Bondi

C/o U.S. DEPARTMENT OF JUSTICE 950 Pennsylvania Avenue Washington, District of Colombia [20530-0001] Registered Mail #RF775824875US

Michael Hestrin and Miranda Thomson C/o OFFICE OF THE DISTRICT ATTORNEY 3960 Orange Street Riverside, California [92501] Registered Mail #RF775824892US

- 2. As of **April 10, 2025**, Affiant is **not** in possession of a response from respondent(s) addressing each point on the affidavits sent, **sworn under the penalty of perjury, as required** by contract law, principles, and legal maxims.
- 3. You/Respondent(s)/Defendant(s), individually and collectively, admit to the statements and claims by TACIT PROCURATION, fully agreeing that they are deemed guilty of fraud, racketeering, identity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade

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and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade, dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury, and damage to Affiant and/or Complainant(s)/Plaintiff(s).

- 4. You/Respondent(s)/Defendant(s), <u>individually and collectively, admit</u> to all statements, allegations, injury, damage, and claims by TACIT PROCURATION, <u>all issues</u> are deemed settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL.
- 5. Furthermore, You/Respondent(s) individually and collectively fully agree that this **Affidavit and all previously submitted Affidavits** constitute **prima facie evidence** of these violations and serve as proof of claim. As established in **United States v. Kis, 658 F.2d 526 (7th Cir. 1981)**:
 - "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."
- Accordingly, Respondents' failure to rebut constitutes conclusive admission and agreement to all claims asserted herein
- 7. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that INVOICE and/or TRUE BILL #RIVCOUNTYDIS25 accurately represents their indebtedness of to Affiant, and/or Complainant(s)/Plaintiff(s).
- 8. You/Respondent(s)/Defendant(s) individually and collectively, fully agree that You or who you/they represent <u>is/are the DEBTOR(S)</u> in this matter.
- 9. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You and/or who you represent <u>DO NOT</u> have any <u>standing</u>.

Unrebutted Facts and Presumptions Established

10. You, as the Defendant(s) and/or Respondent(s), individually and collectively, are deemed to have accepted and agreed to the following established facts, all of which remain unrebutted and stand as truth in commerce, law, and equity:

- 1. I, Kevin/Affiant, proceeding sui juris, reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally, and with complete and full disclosure, and without misrepresentation, duress, or coercion. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.
- 2. I, Kevin/Affiant, proceedin sui juris, by Special Limited Appearance, hereby declare and affirm that, consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and I am therefore not subject to any penalty. I act in accordance with the following U.S.

 Supreme Court case: "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or

seizure except under a warrant of the law. He owes nothing to the

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public so long as he does not trespass upon their rights." Hale v.
Henkel, 201 U.S. 43 at 47 (1905).
3. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, herby declare, state, verify, and affirm for the record that the 'commercial' and 'for the record that the 'commercial' an

- declare, state, verify, and affirm for the record that the 'commercial' and 'for hire' Driver's License/Contract/Bond # B6735991 has been canceled, revoked, terminated, and liquidated, as evidenced by instructions and notice accepted by Steven Gordon, with the California Department of Motor Vehicles," as evidenced by AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT LICENSE/BOND #B6735991 (#RF661447751US), attached hereto as Exhibit D and incorporated herein by reference.
- 4. I, Kevin/Affiant, *proceeding sui juris*, hereby declare and affirm that, no valid contract exists compelling my performance.
- 5. I, Kevin/Affiant, *proceeding sui juris*, **state for the record**, that it is a long-standing legal principle that jurisdiction must be proven on the record and cannot be assumed.
- 6. I, Kevin/Affiant, *proceeding sui juris*, hereby declare and affirm that, I do no consent to these proceedings.
- 7. I, Kevin/Affiant, *proceeding sui juris*, hereby declare and affirm that, I have NOT injured any man or woman nor have I damaged any property.

Revocation of 'Power of Attorney':

8. Furthermore, I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, hereby revoke, rescind, and make void ab initio, all powers of attorney, in fact or otherwise, implied in law or otherwise, signed either by me or anyone else, as it pertains to the Social Security Number assigned to, WALKER, KEVIN LEWIS, as it pertains to any BIRTH CERTIFICATE/BANK

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NOTE, BOND, TRUST, DEPOSIT ACCOUNT, SECURITY, SECURITY ACCOUNT, INVESTMENT, marriage or business licenses, or any other licenses or certificates issued by any and all government or quasi-governmental entities, due to the use of various elements of fraud by said agencies to attempt to deprive me of my Sovereignty and/or property.

- 9. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or gratuity associated with any of the aforementioned licenses, numbers, or certificates. I do hereby revoke and rescind all powers of attorney, in fact or otherwise, signed by me or otherwise, implied in law or otherwise, with or without my consent or knowledge, as it pertains to any and all property, real or personal, corporeal or incorporeal, obtained in the past, present, or future. I am the sole and absolute legal owner and possess allodial title to any and all such property.
- 10. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, also revoke, cancel, and make void ab initio all powers of attorney, in fact, in presumption, or otherwise, signed either by me or anyone else, claiming to act on my behalf, with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entities or corporations on the grounds of constructive fraud, concealment, and nondisclosure of pertinent facts.

Claim of Entire ESTATE:

11. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, having attained the age of majority and reason under divine law competent first-hand witness to the truth and facts recited herein, hereby makes a claim against the corpus, all property whether real or personal, tangible or intangible, all deposit accounts blocked by reason of presumption of death

charged.
LEWIS WALKER, or by whatsoever name the said ESTATE shall be called or
named estate, and all estates in agency, including but not limited to KEVIN
said court in the said county, state and federal for the administration of the
collateralized debt obligation, options, derivates, and futures received by the
of Claimant, cash, credit lines, Credit default swap, all federal funds,

- 12. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK, COPYRIGHT/PATENT of the Name KEVIN LEWIS WALKER, my mind, body, soul of infants, spirit, and Live Borne Record, and reject and rebuke all assumptions and presumptions of being Property of any Cestui Que Vie Trust/ESTATE as mentioned under CANON 2055-2056, and assignment of all debt obligations to the Office of Secretary of the Treasury. Discharge all tax matters in accordance with but not limited to, U.C.C. 1-103, 2-202, 2-204, 2-206, 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509, and House Joint Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§ 3123, 5118, and 18 U.S.C. 8
- 13. You/Defendant(s)/Respondent(s), are **undisputedly** the <u>DEBTORS</u> in this matter.
- 14. You/Defendant(s)/Respondent(s) are **undisputedly NOT** the CREDITOR(S), or an ASSIGNEE(S) of the CREDITOR(S), in this matter.
- 15. You/Defendant(s)/Respondent(s) do NOT have power of attorney in any way.
- 16. You/Defendant(s)/Respondent(s) do NOT have any standing
- 17. The actions of You/Respondents/Defendants undermine the fundamental **principles** of fairness and justice enshrined in the Constitution, denying Plaintiffs and/or Affiant the opportunity to be

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heard and to defend against the allegations. These due process violations not only infringe upon constitutional protections but also **erode public trust in the judicial system**

- 18. You/Respondent(s)/Defendant(s)' actions violate various U.S. Code sections including but not limited to the following:
- 19.**42 U.S.C. § 1983** which provides a civil remedy for individuals deprived of constitutional rights under the color of law. The lack of notice and due process constitutes a clear deprivation of rights under both the Fifth and Fourteenth Amendments.
- 20. **18 U.S.C. § 241** which criminalizes conspiracies to deprive individuals of their constitutional rights. Any coordinated effort or negligence leading to this denial of due process is punishable under this statute.
- 21.18 U.S.C. § 242 which prohibits willful deprivation of constitutional rights under the color of law. By advancing legal proceedings without proper notice, Defendants have knowingly violated this protection.
- 22. Affiant hereby declares, states, and alleges that this Affidavit Notice and Self-Executing Contract and Security Agreement is prima facie evidence of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."

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UNLAWFUL ARREST, IMPRISONMENT, AND TORTURE

- 23. On December 31, 2024, at approximately 9:32am I, Kevin: Walker, sui juris, was traveling privately in a private conveyance/automobile, displaying a 'PRIVATE' plate, indicating I was 'not for hire' or operating commercially, and the private automobile was not displaying a STATE plate of any sort. This clearly established that the private automobile was 'not for hire' or 'commercial' use and, therefore explicitly classifying the automobile as private property, and NOT within any statutory and/or commercial jurisdiction.
- 24. On **December 31, 2024**, I, Kevin: Walker, *sui juris*, was **not** in violation of any law, nor was I speeding, infringing, or trespassing upon the rights of any man or woman. I was peacefully minding my own business and traveling to obtain groceries for my family.
- 25. I, Kevin: Walker, *sui juris*, simply wish to be left alone in peace and **not** be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and forced into peonage and/or involuntary servitude.

THERE IS NO 'CORPUS DELICTI'

- 26. I, Kevin: Walker, sui juris, state for the record, there is no corpus delicti—no injured party, no damaged property, and no sworn affidavit of harm from any living man or woman. Therefore, this matter is without merit, lacks standing, and constitutes an improper attempt to impose authority without lawful jurisdiction. Any further action absent evidence of a valid cause of action is a violation of due process and a deprivation of rights under color of law.
- 27. As a direct result of egregious due process violations and the initiation of a fraudulent CASE/trust action #SWM2303376 by You/Defendant(s)/
 Respondent(s), against Affiant and Claimant(s), Affiant was subjected to an unlawful arrest, physical restraint in the form of handcuffs, and acts

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- constituting torture. These actions inflicted severe mental trauma, undue stress, and significant mental anguish upon Affiant, all in blatant violation of constitutional protections and fundamental principles of justice.
- 28. The <u>private</u> automobile and <u>trust property</u> was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate.
- 29. Upon being unlawfully stopped and arrested by Gregory D Eastwood,
 Robert C V Bowman, William Pratt, and George Reyes, Affiant, informed all
 Defendants who willfully conspired on the scene in violation of 18 U.S.C. §§
 241 and 242, that Affiant was a American national of the republic, non-citizen national/national/internationally protected person, privately traveling in a private automobile/conveyance, as articulated by Affiant and as also clearly evidenced by the 'PRIVATE' plate on the private automobile.
- 30. The <u>private</u> automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing #2024385925-4 (Exhibit B).
- 31. **Under threat**, duress, and coercion, and at gunpoint, Gregory D Eastwood and Robert C V Bowman were *presented* with American *national/non-citizen national* PASSPORT CARD #C35510079 and PASSPORT BOOK #A39235161 (Exhibits E and F).
- 32. You/Defendant/Respondents, acted against the Constitution, even when reminded of their duties to support and uphold the Constitution.
 FRUIT OF THE POISONOUS TREE DOCTRINE
- 33. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/ Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "fruit of the poisonous tree" doctrine, as articulated by the <u>U.S.</u>

<u>Supreme Court</u>, establishes that <u>any</u> evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in <u>any</u> subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell including <u>but not limited to the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom <u>void ab</u> <u>initio</u>. See *Wong Sun v. United States*, 371 U.S. 471 (1963).</u>

- 34. I, Kevin/Affiant, proceeding sui juris, hereby declare, assert, and affirm that all actions, evidence, and instruments obtained in connection with the unlawful stop and arrest are inadmissible and void as fruits of the poisonous tree. This includes, but is not limited to, Trust action/CASE/CONTRACT #SWM2303376 and/or Trust action/CASE/CONTRACT #B038555 (Exhibit J) and/or Trust action/CASE/CONTRACT #MISW2501134, which was executed under duress, threat, and coercion, while Affiant was unlawfully deprived of liberty and imprisoned against his will, without Affiant's consent.
- 35. Again, for the record, I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, I simply wish to be left alone in peace and not be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and/or forced into peonage and/or involuntary servitude. I have NOT injured any man or woman nor have I damaged any property. FAILURE TO PROVIDE PROOF AND EVIDENCE
- 36. Absent a verified and sworn proof of claim as expressly demanded herein, You—Respondent(s)/Defendant(s)—are deemed to have unequivocally agreed by tacit acquiescence that any further attempt to prosecute, proceed, or interfere in these matters shall constitute fraud, deprivation of rights under color of law, judicial fraud, malicious prosecution, conspiracy, racketeering (RICO), and multiple violations

of federal law, including but not limited to 18 U.S.C. §§ 241, 242, and 1962.

37.Furthermore, Respondent(s)/Defendant(s) agree and accept that these matters must be immediately dismissed and terminated with prejudice, and that any continued action, omission, or obstruction shall constitute willful and knowing misconduct under color of law, exposing all involved to personal liability, commercial lien enforcement, and lawful remedy in equity. Affiant and/or Plaintiff(s) accept no liability for any damages arising from your failure to act in honor or law

DEMAND FOR SETOFF, SETTLEMENT, CLOSURE, DISCHARGE, AND RELEASE OF CREDITS, PROCEEDS, AND ORDER

- 38. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM:

 Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK, COPYRIGHT/PATENT of the Name KEVIN L WALKER, my mind, body, soul of infants, spirit, and Live Borne Record, and reject and rebuke all assumptions and presumptions of being Property of any Cestui Que Vie Trust/ESTATE as mentioned under CANNON 2055-2056, and assignment of all debt obligation to the Office of Secretary of the Treasury (31 § USC 3123, 18 § USC 8, and 31 USC 5118).

 Discharge this tax matter (U.C.C. 3-601, 3-603, 3-409, 3-311, and House Joint Resolution 192 of June 5, 1933, Public Law 73-10).
- 39.All charges are hereby accepted for accessed value and returned for value, with honor, for setoff, and full settlement and satisfaction of all charges relating to these matters, in accordance with the Uniform Commercial Code and House Joint Resolution 192 of June 5, 1933, Public Law 73-10.

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- 40.It is respectfully requested and **demanded** that the Court Release the credits, proceeds, and Order to the Affiant and/or Claimants immediately
- 41. Consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and I am therefore not subject to any penalty. I act in accordance with the following U.S. Supreme Court case: "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).

NO QUALIFIED OR LIMITED IMMUNITY

- 42. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 43."Public officials are not immune from suit when they transcend their lawful authority by invading constitutional rights."—AFLCIO v. Woodward, 406 F2d 137 t.

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- 44. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 45. "Judges not only can be sued over their official acts, but could be held **liable** for injunctive and declaratory relief and attorney's fees." Lezama v. Justice Court, A025829.
- 46." Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 47. "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
- 48. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 49. "the people, not the States, are sovereign." Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 50. ALL ARE EQUAL UNDER THE LAW. (God's Law Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
- 51. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie is to go against the mind."
- 52. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.
- 53. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12).

Case	5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 17 of 90 Page ID #:566 Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025				
1	54. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.				
2	(12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."				
3	55. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN				
4	COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve.				
5	56. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in				
6	Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It				
7	is against equity for freemen not to have the free disposal of their own				
8	property."				
9	57. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.				
10	(Book of Job; Mat. 10:22) Legal maxim: "He who does not repel a wrong				
11	when he can occasions it.")				
12	Executed "without the United States" in compliance with 28 USC § 1746.				
13	FURTHER AFFIANT SAYETH NOT.				
14	I. <u>Some Relevant U.C.C. Sections and Application</u>				
15	11. U.C.C. § 1-308 - Reservation of Rights:				
16	This section ensures that acceptance of an offer under duress or coercion does				
17	not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/				
18	Complainant(s)/Plaintiff(s). asserts that any compliance with your offer is				
19	made with explicit reservation of rights, preserving all legal remedies.				
20	12. U.C.C. § 2-204 – Formation in General:				
21	This section establishes that a contract can be formed in any manner sufficient				
22	to show agreement, including conduct. By issuing the citation (an implied offer				
23	to contract), You/Defendant(s)/Respondent(s), have initiated a contractual				
24	relationship, which has been conditionally accepted with new terms herein.				
25	13. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:				
26	Under this section, an offer can be accepted in any reasonable manner. By				
27	conditionally accepting the citation and dispatching this notice via LISPS Certified				

 $Registered, and/or\ Express\ mail,\ Claimant(s)/Complainant(s)/Plaintiff(s)\ has/have$

enforceability of the affidavit as prima facie evidence of dishonor.

Application:

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By failing to lawfully rebut or respond, Defendant(s)/Respondent(s) are

presumed in dishonor, and Plaintiffs' claims are legally established as true and enforceable. The *unrebutted* affidavit serves as self-executing proof that Respondents/Defendants have defaulted and must now perform according to the binding contract agreement and security instrument.

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Legal and Procedural Basis

1. Mailbox/Postal Rule:

Under the mailbox rule, this notice of conditional acceptance is effective and considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via the respective Registered, Certified, and/or Express mail number. The agreement becomes **binding** when the notice **is sent**, not when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified **three (3) day** timeframe constitutes **silent acquiescence**, **tacit agreement**, **and tacit procuration**.

3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/
Respondent(s) have consented to service of notices, pleadings, and
communications via email, and/or USPS Registered Mail, Express Mail, or
Certified Mail. Your failure to rebut or object to this service method within the
specified timeframe constitutes unequivocal acceptance of service through these
means.

III. <u>Legal Basis for Proof of Delivery via Registered Mail</u>

Under well-established legal precedent, documents sent via **Registered Mail with** return receipt requested (Form 3811) are presumed delivered upon mailing,

Page 19 of 39

providing strong evidentiary proof of service. Courts have consistently upheld this principle, reinforcing the **Mailbox Rule**, which states that a properly mailed document is presumed received by the addressee unless convincingly rebutted.

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Key Legal Precedents Supporting Proof of Delivery

U.S. v. Bowen, 414 F.2d 1268 (3rd Cir. 1969) – The court held that when
 Registered Mail is sent with return receipt requested and the receipt is signed,
 it constitutes prima facie evidence of delivery, meaning the burden shifts to the
 recipient to prove non-receipt.

- 2. Hagner v. United States, 285 U.S. 427 (1932) The Supreme Court ruled that mailing a document via Registered Mail creates a strong presumption of receipt by the intended party, further solidifying the evidentiary weight of proper mailing.
- 3. NLRB v. Local Union No. 103, 434 U.S. 335 (1978) The Court established that a return receipt provides sufficient proof of service unless rebutted with clear and convincing evidence to the contrary.
- **4. Federal Rules of Evidence (FRE) Rule 301** Under this rule, a presumption exists that a properly mailed document is **received by the intended recipient**, shifting the burden of proof to the recipient to disprove delivery.
- 5. 39 U.S.C. § 3009 Governs the legality and evidentiary weight of Registered Mail, affirming that mailing with proof of delivery (e.g., Form 3811) is legally sufficient evidence of receipt.
- 6. 26 U.S.C. § 7502 This statute explicitly states that the date of mailing is deemed the date of filing or receipt when Registered Mail is used, providing strong evidentiary support for the timely delivery and legal effect of mailed documents.

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Application of the Mailbox Rule

The Mailbox Rule dictates that once a document is properly addressed, stamped, and deposited with the postal service, it is presumed delivered and received by

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the addressee. Courts have repeatedly upheld this principle, ensuring that a party cannot simply deny receipt to evade legal responsibility. When Registered Mail with return receipt requested is used, the proof of mailing is further reinforced by the signed receipt, making rebuttal even more difficult IV.

Legal Presumption of Delivery and Evidentiary Weight

Based on established case law and statutory authority, Registered Mail with return receipt requested (Form 3811) serves as prima facie evidence of delivery and creates a strong presumption of receipt by the intended party. Under U.S. v.

Bowen, Hagner v. United States, and NLRB v. Local Union No. 103, this presumption stands unless rebutted by clear and convincing evidence.

Furthermore, 26 U.S.C. § 7502 affirms that the date of mailing via Registered Mail is deemed the date of filing or receipt, solidifying its evidentiary value. Federal Rules of Evidence Rule 301 shifts the burden to the recipient to prove non-receipt,

while 39 U.S.C. § 3009 reinforces the legal sufficiency of proof of delivery through postal records.

Accordingly, any challenge to the delivery or receipt of documents sent via

Registered Mail with return receipt must meet a high evidentiary threshold,

ensuring that mailed documents are legally recognized as served and received.

Judgement of \$100,000,000.00 Considered, AGREED TO and Authorized BY PLAINTIFFS.

1. As **considered**, agreed, and stipulated by Respondent/Defendants in the <u>unrebutted</u> verified commercial affidavits, and self-executing contract and security agreement fully authorizes, endorses, supports, and advocates for the entry of a UCC commercial judgement and lien in the amount of One Hundred Million and 00/100 Dollars (\$100,000,000.00) against Plaintiff, in favor of **Defendants**, as also evidenced by INVOICE/TRUE BILL #RIVCOUNTYDIS25 which is a part of **Exhibits M and L**. INVOICE/TRUE BILL

#RIVCOUNTYDIS25 is again incorporated herein.

- 2. As considered, agreed, and stipulated, should it be deemed necessary, the Defendants are <u>fully Authorized</u> to initiate the filing of a lien, and the seizing of property to secure satisfaction of the ADJUDGED, DECREED, AND <u>AUTHORIZED</u> sum total due to Affiant, and/or Defendants of, One Hundred Million and 00/100 Dollars (\$100,000,000.00).
- 3. You/Respondents/Defendants have/has <u>not</u> submitted any <u>evidence</u> to contradict or rebut the statements made in the affidavits. As a result, the facts set forth in the affidavits are deemed true and uncontested. Even then non-applicable California Evidence Code § 664 and related case law support the <u>presumption</u> that official duties have been regularly performed, and unrebutted affidavits stand as **Truth**.
- 4. You/Defendant(s)/Respondent(s) may not argue, controvert, or otherwise protest the finality of the administrative findings established through the unrebutted affidavits. As per established legal principles, once an affidavit is submitted and not rebutted, its content is accepted as true, and You/ Respondent(s) are barred from contesting these findings in subsequent processes, whether administrative or judicial.
- 5. All are equal under the law (Aequitas est quasi aequalitas), and ignorance of the law is no excuse (Ignorantia juris non excusat).

V. <u>DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST THE</u> THE PEOPLE AND THE CONSTITUTION

You/Respondent(s)/Defendant(s)'s conduct constitutes an outright war against the Constitution of the United States, its *principles*, and the rule of law. By their bad faith and deplorable actions, the defendants have demonstrated willful and intentional disregard and contempt for the supreme law of the land, as set forth in Article VI, Clause 2 of the Constitution, which declares that the Constitution, federal laws, and treaties are the supreme law of the land, binding upon all states, courts, and officers.

A. Violations of Constitutional Protections

Page 22 of 39

28 C. Weaponizing Authority to Oppress

The defendants have intentionally and systematically engaged in acts that directly violate the protections guaranteed to the plaintiffs and the people under the Constitution, including but not limited to:

- 1. Violation of the Plaintiffs' Unalienable Rights: The defendants have deprived the plaintiffs of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments.
- 2. Subversion of the Rule of Law: Through their actions, the defendants have undermined the separation of powers and checks and balances established by the Constitution. They have disregarded the judiciary's duty to uphold the Constitution by attempting to operate outside the confines of lawful authority, rendering themselves effectively unaccountable.
- 3. Treasonous Conduct: Pursuant to Article III, Section 3, treason against the United States is defined as levying war against them or adhering to their enemies, giving them aid and comfort. The defendants' conduct in subverting the constitutional order, depriving Citizens of their lawful rights, and unlawfully exercising power without jurisdiction constitutes a form of domestic treason against the Constitution and the people it protects.

B. Acts of Aggression and Tyranny

The defendants' actions amount to a usurpation of authority and a direct attack on the sovereignty of the people, who are the true source of all government power under the Constitution. As stated in the Declaration of Independence, whenever any form of government becomes destructive of the unalienable rights of the people, it is the right of the people to alter or abolish it. The defendants, through their actions, have positioned themselves as adversaries to this principle, attempting to replace the rule of law with arbitrary and unlawful dictates.

- The defendants' intentional misuse of their authority to act against the interests of the Constitution and its <u>C</u>itizens is a clear manifestation of tyranny. Rather than serving their constitutional mandate to protect and defend the Constitution, they have actively waged war on it by:
- Suppressing lawful claims and evidence presented by the plaintiffs to protect their property and rights.
- Engaging in acts of fraud, coercion, and racketeering that strip plaintiffs of their constitutional protections.
- Dismissing the jurisdictional authority of constitutional mandates,
 including but not limited to rights to due process and equal protection under the law.

The defendants' actions are not merely breaches of law; they are acts of *insurrection* and rebellion against the very foundation of the nation's constitutional framework. Such acts must not go unchallenged, as they jeopardize the constitutional order, the rights of the people, and the rule of law that ensures justice and equality. Plaintiffs call upon the court and relevant authorities to enforce the Constitution, compel accountability, and halt the defendants' treasonous war against the supreme law of the land.

VI. 'Bare Statutes' as Confirmation of Guilt and the Necessity of Prosecution by an Enforcer

Plaintiffs' incorporation of "bare statutes" does <u>NOT</u> exonerate Defendants; rather, it serves as evidence of Defendants' guilt, which they have already *undisputedly* admitted through their actions and lack of rebuttal to any affidavits, which they have a duty to respond to. The invocation of bare statutes merely underscores the necessity for Plaintiffs to compel a formal enforcer, such as a District Attorney or Attorney General, to prosecute the criminal violations. This requirement for enforcement does <u>NOT</u> negate the Defendants' culpability but, instead, affirms the gravity of their admitted violations.

In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional breaches of multiple federal statutes under Title 18, and Plaintiff's private right(s) of action. These *blatant* and *willful* violations have been clearly articulated in this NOTICE, AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions constitute treasonous conduct against the Constitution and the American people. Their behavior, alongside that of their counsel, reflects an attitude of being above the law, further solidifying their guilt. Plaintiffs maintain that the Defendants' reliance on procedural defenses or technicalities does not absolve them of their criminal conduct. Instead, their actions are an unequivocal admission of guilt that necessitates legal action by the appropriate prosecutorial authority. Plaintiffs reserve all rights to compel such enforcement to ensure that the Defendants are held fully accountable for their crimes.

VII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:

A response and/or compensation and/or restitution payment must be received within a deadline of **three (3) days.** At the "**Deadline**" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to respond**" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

VIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s), Michael Hestrin, Miranda Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST JUSTICE

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 $Fraudulent\ Trust\ action/CASE\ NO.:\ SWM2303376 -- Self-Executing\ Contract\ and\ Security\ Agreement\ -- Registered\ Mail\ \#RF775824858US\ -- Dated:\ April\ 10,\ 2025$

1	CENTER, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY,
2	RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive, fail to respond and perform
3	within three (3) days of receiving this Affidavit Notice and Self-Executing
4	Contract and Security Agreement and, with verified evidence accompanied by an
5	affidavit sworn under penalty of perjury, as required by law, then:
6	1. You/Defendant(s)/Respondent(s), individually and collectively, fully agree and
7	acknowledge that you are bound by law to act in good faith and must:
8	 Cease all acts of conspiracy, fraud, identity theft, embezzlement,
9	deprivation under color of law, extortion, bank fraud, harassment,
0	conspiracy to deprive, and any other violations of law.
1	• Immediately pay the sum of Five Hundred Thousand Dollars (\$500,000.00)
2	in lawfully recognized currency, such as gold and silver coin, as
3	authorized under Article I, Section 10, Clause 1 of the U.S. Constitution,
4	as Restitution and Settlement, including all costs and fees associated with
5	handling these matters, and damages for the unauthorized use of the
6	COREY WALKER Copyright and Trademark.
7	Release all special deposit funds, currency, and/or credits due to Affiant
8	and/or Claimant(s)/Plaintiff(s).
9	2. You/Defendant(s)/Respondent(s) must immediately record a 'QUITCLAIM
0	DEED' transferring any purported interest to Claimant(s)/Plaintiff(s) and/or
1	tender a 'Rescission of Trustee's Deed of Sale.'
2	Failure to comply constitutes tacit admission and binding legal agreement under
3	commercial and common law, enforceable as a matter of law and record
4	IX. Three Hundred Million Dollars (\$500,000,000.00) Restitution
5	Settlement Payment REQUIRED
6	Furthermore, if You/Defendant(s)/Respondent(s), Michael Hestrin, Miranda
.7	Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA,

SOUTHWEST JUSTICE CENTER, RIVERSIDE COUNTY DISTRICT ATTORNEY,

- RIVERSIDE COUNTY, RIVERSIDE COUNTY SHERIFF, *Does 1-100 Inclusive*, fail to **respond and perform within three (3) days** from the date of receipt of this communication by providing **verified evidence and proof** of the facts and conditions set forth herein, accompanied by **affidavits sworn under penalty of perjury**, as required by law, then:
- 1. You/Defendant(s)/Respondent(s), individually and collectively, expressly agree that within three (3) days of receipt of this contract offer, You/ Defendant(s)/Respondent(s) shall:
 - Issue restitution payment in the total sum certain of Five Hundred Thousand U.S. Dollars (\$500,000.00 USD).
 - Acknowledge that said amount becomes immediately due and payable to Claimant(s)/Plaintiff(s).

Failure to comply constitutes tacit acquiescence, full acceptance of all claims as true, and a binding legal agreement enforceable under commercial and common law.

X. One Trillion Dollar (\$1,000,000,000,000.00) Default <u>Judgement and Lien</u>

If You/Defendant(s)/Respondent(s), Michael Hestrin, Miranda Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST JUSTICE CENTER, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive, fail to respond and perform within three (3) days from the date of receipt of this communication, as contractually required, then You/Defendant(s)/Respondent(s), individually and collectively, fully agree and accept that:

1. The entire amount itemized in Invoice #RIVCOUNTYDIS25, totaling One Hundred Million Dollars (\$100,000,000.00), in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, shall become immediately due and payable in full.

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2. By failing to respond and perform within the required timeframe, You/ Defendant(s)/Respondent(s), individually and collectively, expressly admit to all statements and claims by TACIT PROCURATION, and fully agree that You/Defendant(s)/Respondent(s) are:

- Guilty of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets
- · Engaged in forgery and unauthorized use of identity
- Monopolizing trade and commerce, engaging in unfair business practices
- · Depriving Affiant of rights under the color of law
- Receiving extortion proceeds, engaging in false pretenses, extortion, and racketeering
- Committing bank fraud and fraudulent transportation and transfer of stolen goods and securities
- Unlawfully interfering, intimidating, and inflicting emotional distress
- Willfully violating public policy and the Constitution
- Directly responsible for injury and damage to Affiant
- 3. Failure to respond constitutes binding contractual agreement and irrevocable admission of guilt under commercial and common law, enforceable as a matter of law and record.

XI. <u>JUDGEMENT AND COMMERCIAL LIEN</u> AUTHORIZATION

- If You/Defendant(s)/Respondent(s), Michael Hestrin, Miranda Thomson,
- 23 Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST
- 24 JUSTICE CENTER, RIVERSIDE COUNTY DISTRICT ATTORNEY,
- 25 RIVERSIDE COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive,
- 26 fail to respond within three (3) days from the date of receipt of this
- 27 communication, then you/they, individually and collectively, shall be
- 28 deemed to have:

- 2. Expressly, fully, and unequivocally authorized, endorsed, supported, and advocated for Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify:
 - The U.S. Department of the Treasury
 - The Internal Revenue Service (IRS)
 - The respective Congressional Representative
 - The U.S. Attorney General

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- · Any other individual, legal fiction, or entity Affiant deems necessary
- 3. Consented to the submission of requisite IRS tax forms, including but not limited to Forms 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, and 3949-A, documenting:
 - One Hundred Million Dollars (\$100,000,000.00 USD) as income to You/ Defendant(s)/Respondent(s).
 - The same amount as lost revenue and/or income to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Failure to respond constitutes **tacit agreement** and **binding acceptance** of these terms as a matter of law and commerce.

XII. <u>SUMMARY JUDGEMENT, U.C.C. 3-505</u> PRESUMED DISHONOR

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- It is further agreed that said income *shall* be **assessed and claimed** as income by You/Defendant(s)/Respondent(s) through one or more of the following legal enforcement mechanisms:
- Filing a lawsuit followed by a DEMAND for Summary Judgment as a matter of law, in accordance with California Code of Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 56(a).
- 2. Executing an Affidavit Certificate of Non-Response, Dishonor, Judgment, and Lien Authorization, pursuant to U.C.C. § 3-505.
- 3. Issuing an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS in the sum certain of One Hundred Million Dollars (\$100,000,000.00) for immediate credit to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).
- This Self-Executing Contract and Security Agreement serves as prima facie evidence of You/Defendant(s)/Respondent(s)'s Verified INDEBTEDNESS to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S). Should it be deemed necessary, Claimant(s)/Plaintiff(s) are fully authorized under U.C.C. § 9-509 to file a UCC Commercial Lien and/or UCC-1 Financing Statement to perfect their security interest and secure full satisfaction of the adjudged sum of One Hundred Million Dollars (\$100,000,000.00)

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***:

Again for the record, this <u>contract</u>, <u>received</u> and <u>accepted</u> per the <u>mailbox</u> rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, Authorized by You/They/the DEBTOR(S). <u>Acceptance</u> of this <u>contract</u> is deemed to occur at the moment it is dispatched via mail, in accordance with the <u>mailbox rule</u> established in common law. Under this rule, an acceptance becomes effective and binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a <u>self-executing agreement</u>, this <u>contract</u> creates <u>immediate</u> and

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1	enforceable obligations without the need for further action, functioning also as a
2	SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code
3	(UCC).

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***: XIII. ESTOPPEL BY ACQUIESCENCE:

- If You/Defendant(s)/Respondent(s), Michael Hestrin, Miranda Thomson, Chad Bianco,
- 7 | THE PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST JUSTICE CENTER,
- 8 | RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY, RIVERSIDE
- 9 COUNTY SHERIFF, Does 1-100 Inclusive fail to respond by addressing each point, on a
- 10 point-by-point basis, You/Defendant(s)/Respondent(s) individually and collectively:
 - 1. Accept all statements, declarations, stipulations, facts, and claims as Truth and Fact by TACIT PROCURATION.
 - 2. Acknowledge that all issues are deemed settled under RES JUDICATA, STARE DECISIS, and COLLATERAL ESTOPPEL.
 - 3. Waive any right to argue, controvert, or otherwise protest the finality of these administrative findings in any subsequent process, whether administrative or judicial.
- 18 **4.** Are permanently barred from raising any future objections to the findings herein.
- 19 (For any terms you do not "understand," refer to **Black's Law Dictionary, 6th Ed.**).
- 20 | Furthermore, failure to fully respond will constitute express agreement that You/
- 21 Defendant(s)/Respondent(s) shall not argue, controvert, or protest the finality of
- 22 these findings in any administrative or judicial process, as certified by Notary or
- 23 Witness Acceptor in an Affidavit Certificate of Non-Response and/or Judgment
- 24 or similar binding instrument.

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- 25 | Should You/Defendant(s)/Respondent(s) fail to respond, provide partial,
- 26 unsworn, or incomplete answers, such responses are not acceptable and shall have
- 27 no legal effect. The Courts have consistently upheld that failure to properly
- 28 respond results in admissions of fact, as seen in:

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1	C:-1/- II-(-1: I:11 10 F.D.D. 110 (10F0)				
1	• Sieb's Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952):				
2	"Defendant(s) made no request for an extension of time in which to answer the				
3	request for admission of facts and filed only an unsworn response within the time				
4	permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the				
5	facts in question were deemed admitted as true.				
6	Beasley v. U.S., 81 F. Supp. 518 (1948):				
7	"I, therefore, hold that the requests will be considered as having been admitted."				
8	 Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976): 				
9	"Statements of fact contained in affidavits which are not rebutted by the opposing				
10	party's affidavit or pleadings may be accepted as true by the trial court."				
11	Failure to fully comply within the required timeframe constitutes absolute				
12	admission, binding legal agreement, and final settlement of all claims as a matter				
13	of law and commerce.				
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Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025

Invoice # RIVCOUNTYDIS25

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty** of **multiple felony** crimes, **violations** of **U.S. Code**, **U.C.C**, **the Constitution**, **and the law**. You have or currently still are **threatening**, **extorting**, **depriving**, **coercing**, **damaging**, **injuring**, **and causing irreparable physical**, **mental**, **emotional**, **and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST®, TMKEVIN WALKER® IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

		Total Due:	\$100,000,000.00 U
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:		\$13,000,000.00
14.	Use of ™KEVIN LEWIS WALKER©: x 4		\$4,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):		\$10,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):		\$1,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:		\$1,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):		\$1,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):		\$1,000,000.00
8.	$15~U.S.~{\rm Code~\S~1122}$ - Liability of United States and States, and instrumentalities and officials thereof:		\$1,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)		\$1,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:		\$1,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:		\$1,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:		\$10,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:		\$3,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony		\$1,000,000.00
1.	18 U.S. Code § 1341 - Frauds and swindle :		\$1,000,000.00

 Total Due:
 \$100,000,000.00 USD

 Good Faith Discount:
 \$99,500,000.00 USD

 Total Due by 04/15/2025:
 \$500,000.00 USD

 Total Due after 04/15/2025:
 \$100,000,000.00 USD

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Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025

EXHIBITS/ATTACHMENTS:

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- 2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.
- 3. Exhibit C: <u>Library of Congress Certified Copy</u> of *The Public Statutes at Large of the United* States of America from March 1933 to June 1934: House Joint Resolution 192 of June 5,
 1933, Public Law 73-10
 - 4. Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #B6735991 (#RF661447751US).
 - 5. Exhibit E: national/non-citizen national passport card #C35510079.
- 11 6. Exhibit F: national/non-citizen national passport book #A39235161.
- 7.Exhibit G: AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, JURISDICTION,
 AND PROTECTIONS as national/non-citizen national, foreign government, foreign
 official, internationally protected person, international organization, secured party/
 secured creditor, and/or national of the United States, #RF661448964US.
- 16 8. Exhibit H: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 9. Exhibit I: Revocation Termination and Cancelation of Franchise.
 - 10. Exhibit J: CITATION/BOND #B038555, accepted under threat, duress, and coercion, with all rights reserved.
 - 11. Exhibit K: Hold Harmless Indemnity Agreement
 - 12. Exhibit L: Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD 'MASTER DISCHARGE AND INDEMNITY BOND,' #RF372320890US
- 13.Exhibit M: Affidavit and Contract and Security Agreement #RF775821397US / NOTICE
 OF CONDITIONAL ACCEPTANCE, CLAIM, and FRAUD, RACKETEERING,
- 25 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
- 26 IDENTITY THEFT, EXTORTION, COERCION, TREASON.
- 27 | 14.Exhibit N: Affidavit and Contract and Security Agreement #RF775824416US / NOTICE OF DEFAULT, and NOTICE OF FRAUD, RACKETEERING, CONSPIRACY,

Page 34 of 39

Case	5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 36 of 90 Page ID #:585
	Frieddient Frust actions (AST NA) SIANTE SERF Security Contract and Security Agreement - Registered Mild (REPPOSITABLE) - Dated Agric 10: 2021.
1	or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
2	word be established" 2 Corinthians 13:1.
3	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
4	By: Donnabelle Mortel (WITNESS)
5	Donnabelle Worter (WITNL.5.5)
6	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
7 8	By: Corey Walker (WITNESS)
9	PROOF OF SERVICE
10	STATE OF CALIFORNIA)
11) ss.
12	COUNTY OF RIVERSIDE)
13	I competent, over the age of eighteen years, and not a party to the within
14	action. My mailing address is the Walkernova Group, care of: 30650 Rancho
15	California Road suite 406-251, Temecula, California [92591]. On April 10, 2025, I
16	served the within documents:
17	1. AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT,
18	JUDGEMENT, and LIEN AUTHORIZATION
19	2. Exhibits A through O.
20	By United States Mail. I enclosed the documents in a sealed envelope or package
21	addressed to the persons at the addresses listed below by placing the envelope for
22	collection and mailing, following our ordinary business practices. I am readily
23	familiar with this business's practice for collecting and processing correspondence
24	for mailing. On the same day that correspondence is placed for collection and
25	mailing, it is deposited in the ordinary course of business with the United States
26	Postal Service, in a sealed envelope with postage fully prepared. I am a resident or
27	employed in the county where the mailing occurred. The envelope or package was
28	placed in the mail in Riverside County, California, and sent via Registered Mail Page 36 of 39

Cas# 5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 37 of 90 Page ID #:586 Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025 with a form 3811. 2 Wesley Hsu C/o HONORABLE WESLEY HSU 3 350 West 1st Street, Courtroom 9B, 9th Floor Los Angeles, California [90012] 4 Registered Mail #RF775824861US with form 3811 5 Clerk(s), Agent(s), Fiduciary(ies), Trustee(s) C/o CLERK OF COURT / MENIFEE JUSTICE CENTER 6 30755 Auld Road - D Murrieta, California [92563] Registered Mail #RF775824858US with form 3811 7 8 Pam Bondi C/o U.S. DEPARTMENT OF JUSTICE 9 950 Pennsylvania Avenue Washington, District of Colombia [20530-0001] 10 Registered Mail #RF775824875US with form 3811 11 Kash Patel C/o FBI Headquarters 935 Pennsylvania Avenue, North West 12 Washington, District of Colombia [20535-0001] 13 Registered Mail #RF775824889US with form 3811 Michael Hestrin and Miranda Thomson 14 C/o OFFICE OF THE DISTRICT ATTORNEY 3960 Orange Street 15 Riverside, California [92501] Registered Mail #RF775824892US with form 3811 16 Steve Bessent 17 C/o Department of the Treasury 1500 Pennsylvania Avenue, North West 18 Washington, District of Colombia [20220] Registered Mail #RF77582901US with form 3811 19 By Electronic Service. Based on a contract, and/or court order, and/or an 20 agreement of the parties to accept service by electronic transmission, I caused the 21 documents to be sent to the persons at the electronic notification addresses listed below. 23 Wesley Hsu 24 C/o HONORABLE WESLEY HSU 350 West 1st Street, Courtroom 9B, 9th Floor 25 Los Angeles, California [90012] WLH Chambers@cacd.uscourts.gov 26 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell, 27 C/o MENIFEE JUSTICE CENTER 28 Page 37 of 39 AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

Case	5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 38 of 90 Page ID #:587
	Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025
1	30755 Auld Road - D Murrieta, California [92563]
2	ssherman@law4cops.com jsinz@riversidesheriff.org
3	wpratt@riversidesheriff.org
4	Pam Bondi C/o U.S. DEPARTMENT OF JUSTICE 950 Pennsylvania Avenue
5	Washington, District of Colombia [20530-0001] crm.section@usdoj.gov
6	Kash Patel
7	C/o FBI Headquarters 935 Pennsylvania Avenue, North West
8	Washington, District of Colombia [20535-0001] <u>crm.section@usdoj.gov</u>
10	Rob Bonta C/o OFFICE OF THE ATTORNEY GENERAL
11	1300 "I" Street Sacramento, California [95814-2919]
12	police-Practices@doj.ca.gov Michael Hestrin and Miranda Thomson
13	C/o OFFICE OF THE DISTRICT ATTORNEY 3960 Orange Street
14	Riverside, California [92501] DAOffice@rivco.org
15	
16	I declare under penalty of perjury under the laws of the State of California
17	that the above is true and correct. Executed on April 10, 2025 in Riverside County,
18	California/s/Donnabelle Mortel/
19	Donnabelle Mortel
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21 22	
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25	NOTICE:
26	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter</i>
27	my status in any manner. The purpose for notary is verification and identification
28	only and not for entrance into any foreign jurisdiction. Page 38 of 39
	AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

Case	5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 39 of 90 Page ID #:588
	Fraudulent Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 10, 2025
1	<u>JURAT</u> :
2	A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
3	State of Riverside) State of Riverside) Ss.
4	County of California)
5	Subscribed and swern to (or affirmed) before me on this 10th day of April, 2025 by Kevin Walker proved to
6	me on the basis of satisfactory evidence to be the person(s) who appeared before me.
7	Joyfi Patel, Notary public JOYTI PATEL
8	print Notary Public - California Riverside County Commission # 2407742
9	Notary public Notary Public - California Riverside County Commission # 2407742 My Comm. Expires Jul 8, 2026
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	AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

Case 5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 40 of 90 Page ID

CORREGOED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

KEVIN LEWIS WALKER

Rev. January 2022)

Abandonment

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. KEVIN LEWIS WALKER 30650 Rancho California Road suite 406-251 Temecula CA 92591 US - Phone: 3109238521			OMB No. 1545-0877 Form 1099-A (Rev. January 2022) For calendar year 2024	Acquisition or Abandonment of Secured Property	
LENDER'S TIN 56-8997454 BORROWER'S name Stree	BORROWER'S TIN t address (including apt. no.), City or town,	1 Date of lender's acquor knowledge of abandonment 03/14/2025	uisition 2 Balance of principal outstanding \$2500.00	For Borrower This is important tax information and is being	
state or province, country, a	nd ZIP or foreign postal code ORNIA COUNTY OF RIVERSIDE	5 If checked, the borro repayment of the debt	furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported		
Account number (see instru MISW2501134	ctions)	6 Description of property Appearance, Bid, & Payment BOND.UUC3603			

Form 1099-A(Rev. 1-2022)

www.tax1099.com - IRS Approved e File Provider

www.irs.gov/Form1099A

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition is generally measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences. Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Borrower's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender

or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned. Box 3. Reserved for future use.

Box 3. Reserved for future use.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

Future developments. SFor the latest information about developments related to Form 1099-A and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099A.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for nocost online federal tax preparation, e-filing, and direct deposit or payment options.

Case 5:25-cv-00646-WLH-MAA	Docum	DEPORT RECTED DO 054d	114625d	Page 4	1 of 90	Page ID
REDITOR'S name street address city or town state or province	e country	1#bate@Orientifiable event	OMB No	15/5-1/2/		_

CREDITOR'S name, street address, ZIP or foreign postal code, and telep KEVIN LEWIS WALKER 30650 Rancho California Road suite 406-251 Temecula CA 92591	city or town, state or province, country, hone no.	2025/03/14 2 Amount of debt discharged \$ 2500.00	OMB No. 1545-1424 Form 1099-C (Rev. January 2022)	Cancellation of Debt
US - Phone: 3109238521		3 Interest, if included in box	2 For calendar year 2024	
CREDITOR'S TIN 56-8997454 DEBTOR'S name, address, City or town, state or province, country and ZIP foreign postal code SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE Clerk and Fiduciary 30755-D Auld Road Murrieta CA 92563 US		4 Debt description Appearance, Bid, & Payr	nent BOND.UUC3603	Copy B For Debtor This is important tax information and is being furnished to
		5 If checked, the debtor was repayment of the debt	the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.	
Account number (see instructions) MISW2501134		6 Identifiable event code 7	Fair market value of property 2500.00	erty

Form 1099-C(Rev. 1-2022) (keep for your records)

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040 or 1040-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at www.irs.gov/Pub4681, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year. Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the creditor has reported your complete TIN to the IRS

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. Note: If you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5.Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A-Bankruptcy; B-Other judicial debt relief; C-Statute of limitations or expiration of deficiency period; D- Foreclosure election; E-Debt relief from probate or similar proceeding; F-By agreement; G-Decision or policy to discontinue collection; or H-Other actual discharge before identifiable

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income. Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099C.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

Kevin Walker, who is proceeding sui juris, In Propria Persona, and by

Special Limited Appearance. Kevin is a living man, a natural freeborn

sovereign man, one of the people, a state Citizen, an American national, and
non-citizen national/national, invoking his inherent unalienable and
constitutionally secured and protected rights and exercising the authority
granted by the executed 'Affidavit: Power of Attorney In Fact', attached
hereto as Exhibit A and incorporated herein by reference.

The Plaintiffs, acting through their Attorney-in-Fact, proceed in accordance
with their unalienable right to contract, as secured and protected by the
Constitution of the United States of America, and in particular Article I,
Section 10, which states: "No State shall... pass any Law impairing the

** Notice of DEFAULT AND OPPORTUNITY TO CURE**

Obligation of Contracts."

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This NOTICE serves as formal NOTICE OF DEFAULT AND OPPORTUNITY TO CURE, concerning Contract/Bond/Trust action Number SWM2303376. This communication shall serve as a formal NOTICE OF DEFAULT AND OPPORTUNITY TO CURE of the aforementioned coerced and extorted offer, which was conditionally accepted contingent upon proof of the conditions set forth herein, governed by the principles of contract law, legal maxims, common law, and the Uniform Commercial Code (UCC), including but not limited to UCC §§ 1-103, 2-202, 2-204, 2-206, and the mailbox/postal rule.

The undersigned, Kevin Walker, herein referred to as Affiant. Affiant is the Agent, Attorney-In-Fact, holder in due course, and Secured Party and Creditor of and for TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, TMKEVIN WALKER© IRR TRUST. Affiant hereby states that he is of legal age and competent to state on belief and first hand personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith,

regarding the **coerced and extorted** commercial contract <u>OFFER</u>/CONTRACT/BOND/Trust action #SWM2303376, listed under TMKEVIN LEWIS WALKER©,

pertaining to the private **trust property** and **private** automobile hereafter referred to as "Private Property".

** Notice of Administrative Remedy Procedure **

This <u>VERIFIED</u> Affidavit, NOTICE, and SELF-EXECUTING

CONTRACT SECURITY AGREEMENT concerns Defendant(s)/

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Respondent(s)/You, Michael Hestrin, Miranda Thomson, Chad Bianco, THE

PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST JUSTICE

CENTER, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE

COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive, and their

blatant bad faith acts of fraud, racketeering, conspiracy, threats and

extortion against foreign officials, official guests, or internationally protected

persons, extortion, embezzlement, larceny, coercion, identity theft, extortion

of national/internationally protected person, conspiracy to deprive of rights

16 under the color of law, treason, bank fraud, trusts, etc., in restraint of trade,

17 frauds and swindles, mail fraud, forced peonage, monopolization of trade

18 and commerce, willful violation of the Constitution, deprivation of rights

under color of law, monopolization of trade and commerce, and intentional

and willful and intentional trespass and infringement of the ™KEVIN LEWIS

WALKER© trademark, tradename, patent and copyright.

As with any administrative process, You/Defendant(s)/Respondent(s) may

23 controvert the statements and/or claims made by Affiants by executing and

delivering a verified response point by point, in affidavit form, sworn and attested

to under penalty of perjury, signed by You/Defendant(s)/Respondent(s), Michael

26 Hestrin, Miranda Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF

CALIFORNIA, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE

COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive or other designated

officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered a non-response and will be treated as a non-response.**

Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, proceeding sui juris, by Special Limited Appearance, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, Kevin: Walker over 18 years of age, being competent to testify and having first hand knowledge of the facts herein declare (or certify, verify, affirm, or state) under penalty of perjury under the laws of the United States of America that the following is true and correct, to the best of my understanding and belief, and in good faith:

- 1. I, Kevin/Affiant, *proceeding sui juris*, herby state again for the record that I explicitly **reserve all my rights and waive none**. See U.C.C. § 1-308.
- 2. I, Kevin/Affiant, proceeding sui juris, herby invoke equity and fairness.
- 3. I, Kevin/Affiant, proceeding sui juris, hereby state for the record that, at no point in time have I willfully or intentionally filed a false police report with knowledge that any information contained therein was untrue.
- 4. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, hereby state for the record that the STATE, its agents, or any incorporated governmental entity acting under color of law, cannot be a real party in interest in any private contractual matter between living men and women, as such legal fictions lack standing, corpus, and the capacity to bring claims or demands against me absent a verified injured party, sworn affidavit of claim, and valid contract entered into knowingly, willingly, and intentionally by all parties with full disclosure and lawful consideration

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- 5. I, Kevin/Affiant, proceeding sui juris, reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally, and with complete and full disclosure, and without misrepresentation, duress, or coercion. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.
- 6. I, Kevin/Affiant, proceedin sui juris, by **Special Limited Appearance**, hereby declare and affirm that, consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have **committed no crime**; and I am therefore <u>not</u> subject to any penalty. I act in accordance with the following <u>U.S. Supreme Court case:</u> "The individual may stand upon his **constitutional rights** as a <u>citizen</u>. He is entitled to carry on his private business in his own way. His power to contract is <u>unlimited</u>. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] **long antecedent to the organization of the State**, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).

	7.	I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, herby
		declare, state, verify, and affirm for the record that the 'commercial' and 'for
		hire' Driver's License/Contract/Bond # B6735991 has been canceled, revoked,
		terminated, and liquidated, as evidenced by instructions and notice accepted by
		Steven Gordon, with the California Department of Motor Vehicles," as
		evidenced by AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,
		TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S
		LICENSE CONTRACT and AGREEMENT LICENSE/BOND #B6735991
		(#RF661447751US), attached hereto as Exhibit D and incorporated herein by
		reference.
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8. I, Kevin/Affiant, *proceeding sui juris*, hereby declare and affirm that, no valid contract exists compelling my performance.

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- 9. I, Kevin/Affiant, *proceeding sui juris*, **state for the record**, that it is a long-standing legal principle that jurisdiction must be proven on the record and cannot be assumed.
- 10. I, Kevin/Affiant, *proceeding sui juris*, hereby declare and affirm that, I do no consent to these proceedings.
- 11. I, Kevin/Affiant, proceeding sui juris, hereby declare and affirm that, I have NOT injured any man or woman nor have I damaged any property.

Revocation of 'Power of Attorney':

12. Furthermore, I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, hereby revoke, rescind, and make void ab initio, all powers of attorney, in fact or otherwise, implied in law or otherwise, signed either by me or anyone else, as it pertains to the Social Security Number assigned to, WALKER, KEVIN LEWIS, as it pertains to any BIRTH CERTIFICATE/BANK NOTE, BOND, TRUST, DEPOSIT ACCOUNT, SECURITY, SECURITY ACCOUNT, INVESTMENT, marriage or business licenses, or any other licenses or certificates issued by any and all government or quasi-governmental entities,

due to the use of various elements of fraud by said agencies to attempt to deprive me of my Sovereignty and/or property.

- 13. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or gratuity associated with any of the aforementioned licenses, numbers, or certificates. I do hereby revoke and rescind all powers of attorney, in fact or otherwise, signed by me or otherwise, implied in law or otherwise, with or without my consent or knowledge, as it pertains to any and all property, real or personal, corporeal or incorporeal, obtained in the past, present, or future. I am the sole and absolute legal owner and possess allodial title to any and all such property.
- 14. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, also revoke, cancel, and make void ab initio all powers of attorney, in fact, in presumption, or otherwise, signed either by me or anyone else, claiming to act on my behalf, with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entities or corporations on the grounds of constructive fraud, concealment, and nondisclosure of pertinent facts.

Claim of Entire ESTATE:

15. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, having attained the age of majority and reason under divine law competent first-hand witness to the truth and facts recited herein, hereby makes a claim against the corpus, all property whether real or personal, tangible or intangible, all deposit accounts blocked by reason of presumption of death of Claimant, cash, credit lines, Credit default swap, all federal funds, collateralized debt obligation, options, derivates, and futures received by the said court in the said county, state and federal for the administration of the named estate, and all estates in agency, including but not limited to KEVIN LEWIS WALKER, or by whatsoever name the said ESTATE shall be called or charged.

Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025

16. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/ CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK, COPYRIGHT/PATENT of the Name 7 KEVIN LEWIS WALKER, my mind, body, soul of infants, spirit, and Live Borne Record, and reject and rebuke all assumptions and presumptions of being 8 Property of any Cestui Que Vie Trust/ESTATE as mentioned under CANON 2055-2056, and assignment of all debt obligations to the Office of Secretary of the 10 11 Treasury. Discharge all tax matters in accordance with but not limited to, U.C.C. 12 1-103, 2-202, 2-204, 2-206, 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509, and House Joint Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§ 13 3123, 5118, and 18 U.S.C. 8. 14 17. You/Defendant(s)/Respondent(s), are **undisputedly** the **DEBTORS** in this 15 16 matter.

- 18. You/Defendant(s)/Respondent(s) are **undisputedly NOT** the CREDITOR(S), or an ASSIGNEE(S) of the CREDITOR(S), in this matter.
- 19. You/Defendant(s)/Respondent(s) do NOT have power of attorney in any way.
- 20. You/Defendant(s)/Respondent(s) do <u>NOT</u> have <u>any</u> standing.

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'state Citizen' vs 'citizen of the United States'

21. "The fourteenth amendment <u>creates and defines</u> citizenship of the <u>United</u>

<u>States</u>. It had long been contended, and had been held by many learned authorities, and had never been judicially decided to the contrary, that there was no such thing as a citizen of the <u>United States</u>, except as that condition arose from citizenship of some state. No mode existed, it was said, of obtaining a citizenship of the <u>United States</u>, except by first becoming a citizen of some state. <u>This question is now at rest.</u> The fourteenth amendment defines and declares

Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025

who shall be citizens of the <u>U</u>nited <u>S</u>tates, to wit, "all persons born or naturalized in the <u>U</u>nited <u>S</u>tates, <u>and</u> subject to the jurisdiction thereof." The latter qualification was intended to exclude the children of foreign representatives and the like. With this qualification, every person born in the United States or naturalized is declared to be a citizen of the <u>U</u>nited <u>S</u>tates and of the state wherein he resides." — UNITED STATES V. ANTHONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30 Leg. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York. June 18, 1873.

- 22. "It is quite clear, then, that there is a citizenship of the <u>U</u>nited <u>S</u>tates** and a citizenship of a State, which are distinct from each other and which depend upon different characteristics or circumstances in the individual." <u>Slaughter House Cases</u>, 83 U.S. 36 (1872).
- 23. "We have in our political system a Government of the <u>U</u>nited <u>S</u>tates and a government of each of the several <u>S</u>tates. Each one of these governments is distinct from the others, and each has citizens of its own who owe it allegiance, and whose rights, within its jurisdiction, it must protect. The same person may be at the same time a <u>c</u>itizen of the <u>U</u>nited <u>S</u>tates and a <u>C</u>itizen of a <u>S</u>tate, but his rights of citizenship under one of these governments will be different from those he has under the other." Slaughter House Cases <u>United States vs. Cruikshank</u>, 92 U.S. 542 (1875).
- 24. "One may be a citizen of a State and yet not a citizen of the United States." Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738); McCarthy v. Froelke, 63 Ind. 507; In Re Wehlitz, 16 Wis. 443. [McDonel v. State, 90 Ind. 320, 323 (1883)] [underlines added].
- 25. "The first clause of the <u>fourteenth amendment</u> of the federal Constitution made negroes citizens of the <u>United States**</u>, and citizens of the <u>state</u> in which they reside, and thereby created **two classes** of citizens, one of the <u>United States**</u> and the other of the state." [4 Dec. Dig. '06, p. 1197, sec. 11] ["Citizens" (1906), emphasis added].

26. "That there is a citizenship of the United States and a citizenship of a state, and the privileges and immunities of one are not the same as the other is well established by the decisions of the courts of this country." — [Tashiro v. Jordan, 201 Cal. 236 (1927)].

- 27. "... both before and after the Fourteenth Amendment to the federal Constitution, it has not been necessary for a person to be a citizen of the United States in order to be a citizen of his state." [Crosse v. Board of Supervisors of Elections] [221 A.2d 431 (1966)].
- 28. "The privileges and immunities clause of the <u>Fourteenth Amendment</u> protects very few rights because it neither incorporates any of the Bill of Rights nor protects all rights of individual citizens. See Slaughter-House Cases, 83 U.S. (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision protects only those rights peculiar to being a citizen of the federal government; it does not protect those rights which relate to state citizenship." [Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)]
- 29. The 1st clause of the <u>fourteenth Amendment</u> states: "All persons born or naturalized in the <u>U</u>nited <u>S</u>tates, **and** subject to the jurisdiction thereof, are citizens of the <u>U</u>nited <u>S</u>tates and the state wherein they reside."
- 30. The 1st clause of the fourteenth Amendment does <u>not</u> say: "All persons born or naturalized in the United States, **are** subject to the jurisdiction thereof"
- 31. The 1st clause of the <u>fourteenth Amendment</u> contains two <u>requirements</u> for <u>United States citizenship</u>: (a) that a person be born or naturalized in the <u>United States</u> and (b) that a person be subject to the jurisdiction of the <u>United States</u>.

national/non-citizen national aka state Citizen

32. The **Department of State** document, "Certificates of Non-Citizen Nationality," located at https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html says — in part — in the 3rd paragraph: "Section 101(a)(21) of the INA defines the term 'national' as 'a

- person owing permanent allegiance to a state.' Section 101(a)(22) of the INA provides that the term 'national of the United States' includes all U.S. citizens as well as persons who, though not citizens of the United States, owe permanent allegiance to the <u>United States</u> (non-citizen nationals)."
- 33. <u>Title 8 U.S. Code 1101(a)(22) Definition</u>, expressly stipulates, " (22)The term "national of the United States" means (A) a citizen of the United States, or (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States."
- 34. <u>22 CFR § 51.2 Passport issued to nationals only</u>, stipulates: (a) A passport may be issued **only** to a U.S. **national**.
- 35. 22 CFR § 51.3 Types of passports, stipulates: (a) Regular passport. A regular passport is issued to a national of the United States. (e) Passport card. A passport card is issued to a national of the United States on the same basis as a regular passport.
- 36. Attached is national's national/non-citizen national PASSPORT CARD #C35510079 and PASSPORT BOOK #A39235161, as defined by **22 CFR § 51.2** and **22 CFR § 51.3** and these DOCUMENTS unequivocally demonstrates that the holder (Affiant) is a 'national,' as defined by these provisions. Attached hereto as **Exhibits E and F** and incorporated herein by reference.
- 37. Title 18 U.S. Code § 112 Protection of foreign officials, official guests, and internationally protected persons, expressly stipulates that "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", and "official guest" have the <u>same meaning</u>.
- 38. Accordingly, it is <u>unequivocally true</u> that <u>Title 18 U.S. Code § 112 Protection</u> of foreign officials, official guests, and internationally protected persons expressly stipulates that in additional to being a national, a national is <u>also</u> considered a "foreign government", "foreign official", "internationally protected

person", "international organization", "national of the United States", and "official guest."

39. This is CERTIFIED and undisputed as evidenced the attached AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, secured party/secured creditor, and/or national of the United States, #RF661448964US. Attached hereto as Exhibit G and incorporated herein by reference.

DUE PROCESS VIOLATIONS

- 40. Affiant hereby declares, states, and affirms that Respondent(s)/Defendant(s), specifically Michael Hestrin, possess valid contact and mailing information for Affiant. This is evidenced by multiple correspondences conducted over the past twelve months via Registered Express and/or Certified Mail. Numerous documents were received by Michael Hestrin from Plaintiff(s), as confirmed by various USPS Form 3811 return receipts.
- 41. At **no point** did Affiant receive notice of any charges being filed, nor any form of notification, regarding **CASE/Trust Action #SWM2303376**.
- 42. Despite this established communication, Defendants proceeded with a fraudulent, meritless, and baseless **CASE** and **Trust action** without providing proper notice or **due process** to Plaintiffs and/or Affiant. This constitutes an egregious violation of due process, and rights secured, protected, and guaranteed by the Constitution, specifically:
 - Fifth (5th) Amendment: The Fifth Amendment explicitly protects
 individuals from being deprived of life, liberty, or property without due
 process of law. Failure to provide proper notice and an opportunity to be
 heard constitutes a deprivation of liberty and property without legal
 justification.

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- Fourteenth (14th) Amendment: Section 1 of the Fourteenth Amendment extends due process protections to actions taken by state actors, prohibiting any state from depriving any person of life, liberty, or property without due process of law. The Defendants, acting under color of state law, have blatantly disregarded this constitutional mandate by failing to notify Affiant or Plaintiffs of the case.
- 43. The actions of You/Respondents/Defendants undermine the fundamental **principles** of fairness and justice enshrined in the Constitution, denying Plaintiffs and/or Affiant the opportunity to be heard and to defend against the allegations. These due process violations not only infringe upon constitutional protections but also **erode public trust in the judicial system**
- 44. You/Respondent(s)/Defendant(s)' actions violate various U.S. Code sections including but not limited to the following:
 - 42 U.S.C. § 1983 which provides a civil remedy for individuals deprived of
 constitutional rights under the color of law. The lack of notice and due
 process constitutes a clear deprivation of rights under both the Fifth and
 Fourteenth Amendments.
 - 18 U.S.C. § 241 which criminalizes conspiracies to deprive individuals of their constitutional rights. Any coordinated effort or negligence leading to this denial of due process is punishable under this statute.
 - 18 U.S.C. § 242 which prohibits willful deprivation of constitutional rights under the color of law. By advancing legal proceedings without proper notice, Defendants have knowingly violated this protection.
- 45. Affiant hereby declares, states, and alleges that this Affidavit Notice and Self-Executing Contract and Security Agreement is *prima facie* evidence of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the

color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."

UNLAWFUL ARREST, IMPRISONMENT, AND TORTURE

- 46. On **December 31, 2024**, at approximately 9:32am I, Kevin: Walker, *sui juris*, was **traveling privately** in a **private** conveyance/automobile, displaying a '**PRIVATE**' plate, indicating I was 'not for hire' or operating commercially, and the private automobile was not displaying a STATE plate of any sort. This clearly established that the **private** automobile was 'not for hire' or 'commercial' use and, therefore explicitly classifying the automobile as **private property**, and **NOT** *within* any statutory and/or commercial jurisdiction.
- 47. On **December 31, 2024**, I, Kevin: Walker, *sui juris*, was **not** in violation of any law, nor was I speeding, infringing, or trespassing upon the rights of any man or woman. I was peacefully minding my own business and traveling to obtain groceries for my family.
- 48. I, Kevin: Walker, *sui juris*, simply wish to be left alone in peace and **not** be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and forced into peonage and/or involuntary servitude.

THERE IS NO 'CORPUS DELICTI'

49. I, Kevin: Walker, *sui juris*, state for the record, there is no corpus delicti—no injured party, no damaged property, and no sworn affidavit of harm from any living man or woman. Therefore, this matter is *without* merit, lacks standing,

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- and constitutes an improper attempt to impose authority without lawful jurisdiction. Any further action absent evidence of a valid cause of action is a violation of due process and a deprivation of rights under color of law.
- 50. As a direct result of egregious due process violations and the initiation of a fraudulent CASE/trust action #SWM2303376 by You/Defendant(s)/ Respondent(s), against Affiant and Claimant(s), Affiant was subjected to an unlawful arrest, physical restraint in the form of handcuffs, and acts constituting torture. These actions inflicted severe mental trauma, undue stress, and significant mental anguish upon Affiant, all in blatant violation of constitutional protections and fundamental principles of justice.
- 51. The <u>private</u> automobile and <u>trust property</u> was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate.
- 52. Upon being unlawfully stopped and arrested by Gregory D Eastwood, Robert C V Bowman, William Pratt, and George Reyes, Affiant, informed all Defendants who willfully conspired on the scene in violation of 18 U.S.C. §§ 241 and 242, that Affiant was a American national of the republic, non-citizen national/ national/internationally protected person, privately traveling in a private automobile/conveyance, as articulated by Affiant and as also clearly evidenced by the 'PRIVATE' plate on the private automobile.
- 53. The <u>private</u> automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4 (Exhibit B).
- 54. Under threat, duress, and coercion, and at gunpoint, Gregory D Eastwood and Robert C V Bowman were presented with American national/non-citizen national PASSPORT CARD #C35510079 and PASSPORT BOOK #A39235161 (Exhibits E and F).
- 55. You/Defendant/Respondents, acted against the Constitution, even when reminded of their duties to support and uphold the Constitution.

FRUIT OF THE POISONOUS TREE DOCTRINE

- 56. I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/
 Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "fruit of the poisonous tree" doctrine, as articulated by the U.S. Supreme Court establishes that any evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in any subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell including but not limited to the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom void ab initio. See Wong Sun v. United States, 371 U.S. 471 (1963).
- 57. I, Kevin/Affiant, proceeding sui juris, hereby declare, assert, and affirm that all actions, evidence, and instruments obtained in connection with the unlawful stop and arrest are inadmissible and void as fruits of the poisonous tree. This includes, but is not limited to, Trust action/CASE/CONTRACT #SWM2303376 and/or Trust action/CASE/CONTRACT #B038555 (Exhibit J) and/or Trust action/CASE/CONTRACT #MISW2501134, which was executed under duress, threat, and coercion, while Affiant was unlawfully deprived of liberty and imprisoned against his will, without Affiant's consent.
- 58. Again, for the record, I, Kevin/Affiant, proceeding sui juris, by Special Limited Appearance, I simply wish to be left alone in peace and not be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and/or forced into peonage and/or involuntary servitude. I have NOT injured any man or woman nor have I damaged any property.

CONDITIONAL ACCEPTANCE

- 59. Affiant and/or Plaintiff(s), in good faith, honorably, and conditionally accept any and all claims, actions, or proceedings brought forth by You/Defendant(s)/Respondent(s), in this *fraudulent*, *coerced*, *retaliatory*, and *bad faith* CASE/OFFER/Trust action (#SWM2303376), which is *void ab initio*, upon the following <u>verified</u> proofs of claim, each of which must be supported by sworn affidavit and admissible evidence:
 - Upon Proof of a Lawful Contract: Verified proof of a valid, binding contract
 or agreement bearing Affiant's wet-ink signature, entered into knowingly,
 willingly, and voluntarily, with full disclosure of all material facts and
 terms, without coercion, misrepresentation, or fraud.
 - 2. Upon Proof of Lawful Authority and Jurisdiction: Verified proof that You/Defendant(s)/Respondent(s) are not acting under color of law, and that your actions do not constitute violations of Affiant's constitutionally secured rights, including but not limited to 18 U.S.C. § 242 (deprivation of rights under color of law) and 42 U.S.C. § 1983 (civil rights violations).
 - 3. **Upon Proof of Jurisdiction and Standing**: Verified and sworm proof substantiating the legal and factual **basis**, **jurisdiction**, **and legitimacy** of the instant case or action, including the **legal nexus** connecting Affiant to the statutory or administrative authority You/Respondent(s)/Defendant(s) are attempting to invoke..
 - 4. **Upon Proof of an Injured Party and** *Corpus Delicti*: Verified complaint from a **real, living, injured party**, not a LEGAL FICTION, corporation, or agency, accompanied by **conclusive evidence of** *corpus delicti*—the essential elements proving a lawful injury or harm and the necessary jurisdictional facts giving rise to a justiciable controversy.
 - 5. **Upon Proof** from You/Defendant(s)/Respondent(s) that failure to provide the above-mentioned essential proofs does NOT render this matter legally

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of the case.

6. **Upon Proof** from You/Defendant(s)/Respondent(s) CONTRACT/CASE/OFFER and Trust Action #SWM2303376/B038555 was accepted

deficient and without merit, nor call into question the validity and jurisdiction

- *intentionally, willfully,* and and indorsed, *and* not done so under threat, duress, and/or coercion, and with full and complete disclosure.
- 7. **Upon Proof** from You/Defendant(s)/Respondent(s) that the private monetary instruments and/or acceptance presented herein does not setoff and discharge any debts and obligation associated with these matters in accordance with UCC § 3-603, 3-311, and House Joint Resolution 192 of June 5 1933 public law 73-10.
- 8. Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and Authority:
 - Upon Proof from You/Defendant(s)/Respondent(s) that the living man, natural freeborn, sovereign, private man, and national of the republic non-citizen national, Kevin, sui juris, In Propria Persona, is subject to your jurisdiction and authority.
- Upon Proof from You/Defendant(s)/Respondent(s) of Lawful Consideration:
 - Provide evidence that the fraudulent, coerced, and extorted CASE
 constitutes a *valid* contract supported by lawful consideration, which
 was entered into knowingly, willfully, free of coercion, threat,
 intimidation, or other felonious and bad faith actions, with *full and*complete disclosure. Without mutual consent and valuable
 consideration, no valid contract can exist under common law or UCC
 principles.
- 10. Upon Proof from You/Defendant(s)/Respondent(s) that <u>Title 8 U.S. Code</u>

 1101(a)(22) <u>Definition</u>, does NOT expressly stipulates, " (22)The term

- "national of the United States" means (A) a citizen of the United States, or
 (B) a person who, though **not** a citizen of the United States, owes permanent allegiance to the United States.
- 11. Upon Proof from You/Defendant(s)/Respondent(s) that 28 U.S. Code § 3002(15) Definitions does NOT stipulate, "United States" means—(A) a Federal corporation; (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.
- 12. Upon Proof from You/Defendant(s)/Respondent(s) that, the individual may NOT stand upon his constitutional rights as a citizen. He is NOT entitled to carry on his private business in his own way. His power to contract is NOT unlimited. He owes such duty [to submit his books and papers for an examination] to the State, and upon proof that his rights are NOT such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and CAN be taken from him without due process of law, or in accordance with the Constitution. NOT among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law, and upon proof that he owes the public even though does not trespass upon their rights. See, Hale v. Henkel, 201 U.S. 43 at 47 (1905).
- 13. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are repugnant to the Constitution are NOT null and void. See, Chief Justice Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803).
- 14. **Upon Proof from You/Defendant(s)/Respondent(s)** that it was NOT established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government engages in commercial or proprietary activities, it sheds its sovereignty and is subject to the same rules and liabilities as any **private** corporation.

15. Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT noted in Land v. Dollar, 338 US 731 (1947), "that when the government entered into a commercial field of activity, it left immunity behind." This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

FAILURE TO PROVIDE PROOF AND EVIDENCE

- 60. Absent a verified and sworn proof of claim as expressly demanded herein, You —Respondent(s)/Defendant(s)—are deemed to have unequivocally agreed by tacit acquiescence that any further attempt to prosecute, proceed, or interfere in these matters shall constitute fraud, deprivation of rights under color of law, judicial fraud, malicious prosecution, conspiracy, racketeering (RICO), and multiple violations of federal law, including but not limited to 18 U.S.C. §§ 241, 242, and 1962.
- 61. Furthermore, Respondent(s)/Defendant(s) agree and accept that these matters must be immediately dismissed and terminated with prejudice, and that any continued action, omission, or obstruction shall constitute willful and knowing misconduct under color of law, exposing all involved to personal liability, commercial lien enforcement, and lawful remedy in equity. Affiant and/or Plaintiff(s) accept no liability for any damages arising from your failure to act in honor or law

DEMAND FOR SETOFF, SETTLEMENT, CLOSURE, DISCHARGE, AND RELEASE OF CREDITS, PROCEEDS, AND ORDER

62.THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/

63. All charges are hereby accepted for accessed value and returned for value, with honor, for setoff, and full settlement and satisfaction of all charges relating to these matters, in accordance with the Uniform Commercial Code and House Joint Resolution 192 of June 5, 1933, Public Law 73-10.

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64. It is respectfully requested and **demanded** that the Court Release the credits, proceeds, and Order to the Affiant and/or Claimants immediately.

House Joint Resolution 192 of June 5, 1933, Public Law 73-10

65. It is indisputable fact that House Joint Resolution 192 of June 5, 1933, Public

Law 73-10 expressly stipulates: "every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore of hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts." A Library of Congress Certified Copy of The Public Statutes at Large of the United States of America from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public Law 73-10, is attached hereto as Exhibit C.

SPECIAL DEPOSIT and MASTER INDEMNITY BOND

66. This notarized, authorized, and indorsed VERIFIED COMPLAINT itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by 31 U.S. Code § 5312 and U.C.C. § 3-104, supplemented by the MASTER INDEMNITY BOND (Exhibit S), and that the BOND also satisfies the procedural and substantive requirements of Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity supports this claim, as it ensures that no competing claims will infringe upon the Plaintiffs' established rights to this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced as the CREDITOR(S)

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67. Janet Yellen (now Scott Bessent) and/or the <u>U</u>nited <u>States Treasury</u> is the registered holder and fiduciary of/for Plaintiff(s)' the private Two Hundred Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US, which was post deposited to private post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying all such account holders and accounts dollar for dollar against any and all pre-existing, current and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations as may exist or come to exist during the term of this Bond... Each of the said account holders and accounts shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for <u>dollar without exception</u> through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is attached hereto as Exhibit L and incorporated herein by reference, and will

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serve as a CAUTION and/or BOND for immediate adjustment and setoff of any and all additional costs associated with these matters.

Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3

68. It is *undisputable* fact that **Gold Reserve Act of 1934**, **Public Law 73-87**, **Title III**, **Section 3**, stipulates: "(a) *every* provision contained in or made with respect to *any* obligation which purports to give the obligee a right to require payment in gold or a *particular kind of coin or currency* of the United States, or in an amount in money of the United States measured thereby, is declared to be *against* public policy. (b) *Every* obligation, heretofore or hereafter incurred, *shall be* <u>discharged</u> upon payment, <u>dollar for dollar</u>, in *any* coin or currency which at the time of payment is legal tender for public and private debts."

LEGAL STANDARDS, MAXIMS, and PRECEDENT

69. In support of this Affidavit and Notice and Self-Executing Contract and Security Agreement Affiant cites the following established legal standards, legal maxims, precedent, and principles:

NO QUALIFIED OR LIMITED IMMUNITY

- 1. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 2. "Public officials are not immune from suit when they transcend their lawful authority by invading constitutional rights."—AFLCIO v. Woodward, 406 F2d 137 t.
- 3. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the

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government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025

- "Judges not only can be sued over their official acts, but could be held liable for injunctive and declaratory relief and attorney's fees." Lezama v. Justice Court, A025829.
- 5. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
- 7. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 8. "the people, not the States, are sovereign."—Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

Constitutional and State Protections for Private Rights

- 70. Affiant asserts that their **private**, **secured rights** are protected by the **United States Constitution**, the **Bill of Rights**, the **common law**, and **exclusive equity jurisdiction**, which together govern the individual's ability to contract freely,

 maintain dominion over private property, and be free from arbitrary interference

 by the State or its agents. The following legal authorities support the Affiant

 and/or Claimant's position:
 - "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as

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- existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." — Hale v. Henkel, 201 U.S. 43, 47 (1905)
- "The claim and exercise of a constitutional right cannot be converted into a crime."
 - Miller v. U.S., 230 F.2d 486, 489
- "Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."
 - Miranda v. Arizona, 384 U.S. 436
- "There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights." - Sherar v. Cullen, 481 F.2d 945
- "A law repugnant to the Constitution is void."
 - Marbury v. Madison, 5 U.S. (1 Cranch) 137, 177 (1803)
- "It is not the duty of the citizen to surrender his rights, liberties, and immunities under the guise of police power or any other governmental power."
 - Miranda v. Arizona, 384 U.S. 436, 491 (1966)
- "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is, in legal contemplation, as inoperative as though it had never been passed."
 - Norton v. Shelby County, 118 U.S. 425, 442 (1886)
- "No one is bound to obey an unconstitutional law, and no courts are bound to enforce it."
 - 16 Am. Jur. 2d, Sec. 177; Late Am. Jur. 2d, Sec. 256
- "Sovereignty itself remains with the people, by whom and for whom all government exists and acts."
 - Yick Wo v. Hopkins, 118 U.S. 356, 370 (1886) Supremacy Clause

Affiant Claimant(s)/Plaintiff(s) respectfully assert and affirm that:

The Supremacy Clause of the Constitution of the United States (Article VI, Clause 2) establishes that the Constitution, federal laws made pursuant to it, and treaties made under its authority, constitute the "supreme Law of the Land", and thus take priority over any conflicting state laws. It provides that state courts are bound by, and state constitutions subordinate to, the supreme law. However, federal statutes and treaties must be within the parameters of the Constitution; that is, they must be pursuant to the federal government's enumerated powers, and not violate other constitutional limits on federal power ... As a constitutional provision identifying the supremacy of federal law, the Supremacy Clause assumes the underlying priority of federal authority, albeit only when that authority is expressed in the Constitution itself; no matter what the federal or state governments might wish to do, they must stay within the boundaries of the Constitution.

California State Constitution - Parallel Protections

- 71. Affiant asserts, under the **California Constitution**, Article I Declaration of Rights, the Affiant's rights are similarly preserved:
 - Section 1: "All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy."
 - **Section 7**: "A person may **not** be deprived of life, liberty, or property without due process of law..."
 - **Section 13**: "The right of the people to be secure in their persons, houses, papers, and effects against unreasonable seizures and searches may not be violated..."

These provisions reiterate that the Defendant's private rights are secured not only by the federal Constitution but also by the **organic law** of **California**, which exists in harmony with and subordinate to the supreme law of the United States.

Supremacy Clause:

72. Affiant further affirms that the **Supremacy Clause** of the United States Constitution, **Article VI**, **Clause 2**, provides that:

"This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made... shall be the **supreme Law of the Land**; and the Judges in every State shall be **bound** thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."

As such, federal constitutional protections *override* any conflicting state laws, rules, or ordinances. State Courts, officers, and agents are **bound** to uphold the federal Constitution as the **highest law of the land**. This authority, however, is limited to acts made **in pursuance of the Constitution**—federal or state laws or actions outside of constitutional limits are **null and void**Standing

Federal Jurisdiction:

73. I, Kevin/Affiant, *sui juris*, assert and affirm that it is further relevant to this Affidavit that any violation of my Rights, Freedom, or Property by the U.S. federal government, or any agent thereof, would be an illegal and unlawful excess, clearly outside the limited boundaries of federal jurisdiction. My understanding is that the jurisdiction of the U.S. federal government is defined by Article I, Section 8, Clause 17 of the U.S. Constitution, quoted as follows:

"The Congress shall have the power . . . To exercise exclusive legislation in all cases whatsoever, over such district (NOT EXCEEDING TEN MILES SQUARE) as may, by cession of particular states and the acceptance of Congress, become the seat of the Government of the United States, [District of Columbia] and to exercise like authority over all places purchased by the consent of the legislature of the state in which the same shall be, for the Erection of Forts, Magazines, Arsenals, dock yards and other needful Buildings; And - To make all laws which shall be necessary and proper for carrying into Execution the foregoing Powers..." [emphasis added]

and Article IV, Section 3, Clause 2:

"The Congress shall have the Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State."

The definition of the "United States" being used here, then, is limited to its territories:

- 1) The District of Columbia
- 2) Commonwealth of Puerto Rico
- 3) U.S. Virgin Islands
- 4) Guam

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- 5) American Samoa
- 6) Northern Mariana Islands
- 7) Trust Territory of the Pacific Islands
- 8) Military bases within the several states
- 9) Federal agencies within the several states

It does **not** include the several states **themselves**, as is confirmed by the following cites:

• "We have in our political system a Government of the United States and a government of each of the several States. Each one of these governments is distinct from the others, and each has citizens of its own who owe it allegiance, and whose rights, within its jurisdiction, it must protect. The same person may be at the same time a citizen of the United States and a Citizen of a State, but his rights of citizenship under one of these governments will be different from those he has under the other." Slaughter House Cases United States vs.

Cruikshank, 92 U.S. 542 (1875).

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"THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION WITH RESPECT TO A STATE." [emphasis added] **Volume 20: Corpus Juris Sec.** §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.

This is further confirmed by the following quote from the Internal Revenue Service:

Federal jurisdiction "includes the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa." - Internal Revenue Code Section 312(e).

In **legal** terminology, the word "*includes*" means "*is limited to*." When referring to this "District" <u>U</u>nited <u>S</u>tates, the Internal Revenue Code uses the terms"WITHIN" the <u>U</u>nited <u>S</u>tates. When referring to the several States, the Internal Revenue Code uses the term "WITHOUT" the <u>U</u>nited <u>S</u>tates. **Dozens, perhaps hundreds**, of court cases **evidence and prove** that federal jurisdiction is *limited* to the few federal territory and/or 'areas' above indicated.

• "The laws of Congress in respect to those matters do not extend into the territorial limits of the states, but have force only in the District of Columbia, and other places that are within the exclusive jurisdiction of the national government," **Caha v. United States**, 152 U.S., at 215.

For example, in two Supreme Court cases, it was decided:

- "We think a proper examination of this subject will show that the United States never held any municipal sovereignty, jurisdiction, or right of soil in and to the territory, of which Alabama or any of the new States were formed..."
- "[B]ecause, the United States have no constitutional capacity to exercise municipal jurisdiction, sovereignty, or eminent domain, within the limits of a State or elsewhere, except in the cases in which it is expressly granted..."

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"Alabama is therefore entitled to the sovereignty and jurisdiction over all the territory within her limits, subject to the common law," **Pollard v. Hagan**, 44 U.S. 221, 223, 228, 229.

Likewise, Title 18 of the United States Code at \$7 specifies that the "territorial jurisdiction" of the United States extends only **outside** the boundaries of lands belonging to any of the several States.

Therefore, in addition to the fact that no unrevealed federal contract can obligate me to perform in any manner without my fully informed and uncoerced consent, likewise, no federal statutes or regulations apply to me or have any jurisdiction over me. I hereby affirm that I do not reside or work in any federal territory of the "District" United States, and that therefore no U.S. federal government statutes or regulations have any authority over me.

Powers and Contractual Obligations of United States and State Government Officials

74. Affiant asserts and affirms the all <u>U</u>nited <u>S</u>tates and <u>S</u>tate government officials are hereby put on notice that I expect them to have recorded valid **Oaths of**Office in accordance with the U.S. Constitution, **Article VI**:

"The Senators and Representatives before mentioned, and the members of the several State Legislatures, and all executive and judicial officers, both of the United States and of the several States, shall be bound by oath or affirmation to support this Constitution..."

I understand that by their Oaths of Office all U.S. and State government officials are **contractually bound** by the U.S. Constitution as formulated by its framers, and not as "interpreted," subverted, or corrupted by the U.S. Supreme Court or other courts. According to the **Ninth Amendment** to the U.S. Constitution:

"The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the people."

and the Tenth Amendment to the U.S. Constitution:

"The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."

Thus, my understanding from these Amendments is that the powers of all U.S. and State government officials are *limited* to those **specifically granted** by the U.S. **Constitution**. I further understand that **any** laws, statutes, ordinances, regulations, rules, and procedures contrary to the U.S. Constitution, as written by its framers, are **null and void**, as expressed in the Sixteenth American Jurisprudence Second Edition, Section 177.

The general misconception is that any statute passed by legislators bearing the appearance of law constitutes the law of the land. The U.S. Constitution is the supreme law of the land, and any statute, to be valid, must be in agreement. It is impossible for both the Constitution and a law violating it to be valid; one must prevail. This is succinctly stated as follows:

'The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted.'

'Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no right, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it...'

'A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid

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law. Indeed, insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby.'

'No one is bound to obey an unconstitutional law and no courts are bound to enforce it." [emphasis added]

As expressed once again in the U.S. Constitution, **Article VI**:

"This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding."

All U.S. and State government officials are therefore hereby put on notice that any violations of their contractual obligations and fiduciary duties to act in accordance with their U.S. Constitution, may result in prosecution to the full extent of the law, as well as the application of all available legal remedies to recover damages suffered by any parties damaged by any actions of U.S. and State government officials in violation of the U.S. Constitution.

- 75. ALL ARE EQUAL UNDER THE LAW. (God's Law Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
- 76. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie is to go against the mind."
- 77. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.
- 78. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12).
- 79. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."

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80. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve.

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81. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own property."

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82. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.

(Book of Job; Mat. 10:22) -- Legal maxim: "He who does not repel a wrong when he can occasions it.

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Executed "without the United States" in compliance with 28 USC § 1746.

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FURTHER AFFIANT SAYETH NOT.

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Some Relevant U.C.C. Sections and Application

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This section allows **common law** *principles* to supplement the UCC. Under the doctrine of **equity** and **fair dealing**, failure to provide the requested proof constitutes bad faith and silent acquiescence, tacit agreement, and tacit procuration to all of the the **fact and terms stipulated** in this Affidavit Notice and Self-Executing Contract and Security Agreement.

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2. U.C.C. § 1-308 - Reservation of Rights:

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This section ensures that acceptance of an offer under duress or coercion does not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/ Plaintiff(s) asserts that any compliance with your offer is made with *explicit reservation of rights*, **preserving all legal remedies**.

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3. U.C.C. § 2-204 – Formation in General:

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This section establishes that a contract can be formed in any manner sufficient to show agreement, including conduct. By issuing the citation (an implied offer to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual relationship, which has been conditionally accepted with <u>new terms herein</u>.

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4. U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract:

Under this section, an offer can be accepted in any reasonable manner. By conditionally accepting the citation and dispatching this notice via USPS Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have created a binding contract agreement and obligation which You/Defendant(s)/Respondent(s) are contractually bound and obligated to.

5. U.C.C. § 2-202 - Final Written Expression:

This provision ensures that the terms of this conditional acceptance supplement the original terms of the citation. By including these conditions, the issuing authority is bound to provide proof of their validity, failing which the conditional acceptance will be expressly stipulated as the final agreement.

Legal and Procedural Basis

1. Mailbox/Postal Rule:

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Under the mailbox rule, this Verified Affidavit and Noticeis effective and considered accepted by You/Defendant(s)/Respondent(s) upon dispatch via Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement becomes binding when the notice is sent, *not* when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified three (3) day timeframe constitutes silent acquiescence, tacit agreement, and tacit procuration.

Legal Basis for Proof of Delivery via Registered Mail

Under well-established legal precedent, documents sent via Registered Mail with return receipt requested (Form 3811) are presumed delivered upon mailing,

providing strong evidentiary proof of service. Courts have consistently upheld this principle, reinforcing the **Mailbox Rule**, which states that a properly mailed

document is presumed received by the addressee unless convincingly rebutted.

Key Legal Precedents Supporting Proof of Delivery

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- U.S. v. Bowen, 414 F.2d 1268 (3rd Cir. 1969) The court held that when Registered Mail is sent with return receipt requested and the receipt is signed, it constitutes prima facie evidence of delivery, meaning the burden shifts to the recipient to prove non-receipt.
- 2. Hagner v. United States, 285 U.S. 427 (1932) The Supreme Court ruled that mailing a document via Registered Mail creates a strong presumption of receipt by the intended party, further solidifying the evidentiary weight of proper mailing.
- 3. NLRB v. Local Union No. 103, 434 U.S. 335 (1978) The Court established that a return receipt provides sufficient proof of service unless rebutted with clear and convincing evidence to the contrary.
- **4. Federal Rules of Evidence (FRE) Rule 301** Under this rule, a presumption exists that a properly mailed document is **received by the intended recipient**, shifting the burden of proof to the recipient to disprove delivery.
- 5. 39 U.S.C. § 3009 Governs the legality and evidentiary weight of Registered Mail, affirming that mailing with proof of delivery (e.g., Form 3811) is legally sufficient evidence of receipt.
- **6. 26** U.S.C. § **7502** This statute explicitly states that the **date of mailing is deemed the date of filing or receipt** when Registered Mail is used, providing strong evidentiary support for the **timely delivery and legal effect** of mailed documents.

Application of the Mailbox Rule

The Mailbox Rule dictates that once a document is properly addressed, stamped, and deposited with the postal service, it is presumed delivered and received by

the addressee. Courts have repeatedly upheld this principle, ensuring that a party cannot simply deny receipt to evade legal responsibility. When Registered Mail with return receipt requested is used, the proof of mailing is further reinforced by the signed receipt, making rebuttal even more difficult

Legal Presumption of Delivery and Evidentiary Weight

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Based on established case law and statutory authority, **Registered Mail with return**receipt requested (Form 3811) serves as prima facie evidence of delivery and

creates a strong presumption of receipt by the intended party. Under U.S. v.

Bowen, Hagner v. United States, and NLRB v. Local Union No. 103, this presumption stands unless rebutted by clear and convincing evidence.

Furthermore, 26 U.S.C. § 7502 affirms that the date of mailing via Registered Mail is deemed the date of filing or receipt, solidifying its evidentiary value. Federal Rules of Evidence Rule 301 shifts the burden to the recipient to prove non-receipt, while 39 U.S.C. § 3009 reinforces the legal sufficiency of proof of delivery through postal records.

Accordingly, any challenge to the delivery or receipt of documents sent via

Registered Mail with return receipt must meet a high evidentiary threshold,
ensuring that mailed documents are legally recognized as served and received.

RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:

A response and/or compensation and/or restitution payment must be received within a deadline of **three (3) days.** At the "**Deadline**" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to respond**" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries*, *Inc* and *Beasley*, *Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified

immunity and waiver of any decision rights of remedy.

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FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

3 If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days of receiving this Affidavit Notice and Self- Executing Contract and 5 Security Agreement, with <u>verified evidence</u> of the above accompanied by an affidavit, sworn under the penalty of perjury, as required by law, You/Defendant(s)/ Respondent(s), Michael Hestrin, Miranda Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, MICHAEL HESTRIN, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive, 10 then You/Defendant(s)/Respondent(s) individually and collectively fully agree that you 11 must act in good faith and accordance with the Law, cease all conspiracy, fraud, identity 12 theft, embezzlement, deprivation under the color of law, extortion, embezzlement, bank 13 fraud, harassment, conspiracy to deprive, and other violations of the law, and TERMINATE these proceeding *immediately*, and pay the below mentioned Five 14 Hundred Thousand Dollar (\$500,000.00 USD) Restitution and Settlement payment, and releasing all special deposit funds and/or Credits due to Affiant and/or Claimant(s)/ Plaintiff(s). 17

Five Hundred Thousand (\$500,000.00 USD) Restitution Settlement Payment REQUIRED

Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication by providing verified evidence and proof of the facts and conditions set forth herein, accompanied by affidavits sworn under penalty of perjury as required by law, You, Michael Hestrin, Miranda Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, MICHAEL HESTRIN, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY, RIVERSIDE COUNTY SHERIFF, Does 1-100 Inclusive, hereby agree that, within three (3) days of receipt of this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment in the total sum

certain of Five Hundred Thousand U.S. Dollars (\$500,000.00 USD), which shall become immediately due and payable to Claimant(s)/Plaintiff(s).

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One Hundred Million Dollar (\$100,000,000.00 USD) Default Judgement and Lien

If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as contractually required, You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVCOUNTYDIS25, totaling One Hundred Million Dollar (\$100,000,000.00), shall become immediately due and payable in full.

Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and perform within three (3) days from the date of receipt of this communication, You/Defendant(s)/Respondent(s), individually and collectively, admit the statements and claims by TACIT PROCURATION, and completely agree that you/they individually and collectively are guilty of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.

JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION

Moreover, if You/Defendant(s)/Respondent(s), fail to respond within three (3) days from the date of receipt of this communication, you/they <u>individually and</u> <u>collectively</u>, fully and unequivocally Decree, Accept, <u>fully Authorize</u> (in accord with UCC section 9), indorse, support, and advocate for a judgement, and/or SUMMARY JUDGEMENT, and/or commercial lien of One Hundred Million Dollars

(\$100,000,000.00) against You/Respondent(s)/Defendant(s), Michael Hestrin, Miranda

Thomson, Chad Bianco, THE PEOPLE OF THE STATE OF CALIFORNIA, MICHAEL

HESTRIN, RIVERSIDE COUNTY DISTRICT ATTORNEY, RIVERSIDE COUNTY,

 $RIVERSIDE\ COUNTY\ SHERIFF,\ Does\ 1-100\ Inclusive,\ in\ favor\ of,\ Claimant(s)/Plaintff(s),$

and/or their lawfully designated ASSIGNEE(S).

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Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3) days from the date of receipt of this communication, You/Defendant(s)/
Respondent(s) individually and collectively, EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support and advocate for Claimant(s)/
Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury, Internal Revenue Service, the respective Congress (wo)man, U.S. Attorney General, and/or any person, individual, legal fiction, and/or person, or ens legis Affiant deems necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the One Hundred Million Dollars (\$100,000,000.00 USD) as the income to

or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S). SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

You/Defendant(s)/Respondent(s) and lost revenue and/or income to Affiant, and/

Said income is to be assessed and claimed as income by/to You/Defendant(s)/
Respondent(s), and/or by filing a lawsuit followed by a DEMAND or similar for
SUMMARY JUDGEMENT as a matter of law, in accordance with California Code of
Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 56(a), and/or executing an
Affidavit Certificate of Non-Response, Dishonor, Judgement, and Lien Authorization,
in accordance with U.C.C. § 3-505, and/or issue an ORDER TO PAY or BILL OF
EXCHANGE to the U.S. Treasury and IRS, said sum certain of One Hundred Million
Dollars (\$100,000,000,000.00) for immediate credit to Affiant, and/or Claimant(s)/Plaintiff(s),
and/or their lawfully designated ASSIGNEE(S), with this Self-Executing Contract and
Security Agreement servings as prima facie evidence of You/Respondent(s)/

Defendant(s)'s <u>Verified</u> INDEBTEDNESS to Affiant, Affiant, and/or Claimant(s)/ Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are <u>fully Authorized</u> (in accord with U.C.C § 9-509) to file a UCC commercial LIEN and/or UCC1 Financing Statement to perfect interest and/or secure full satisfaction of the adjudged sum of One Hundred Million Dollars (\$100,000,000.00).

ESTOPPEL BY ACQUIESCENCE:

If the addressee(s) or an intended recipient of this notice fail to respond addressing each point, on a point by point basis, they individually and collectively accept <u>all</u> of the statements, declaration, stipulations, facts, and claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL. You may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand").

Your failure to completely answer and respond will result in your agreeing not to argue, controvert or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial, as certified by Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or Judgement, or similar.

Should YOU fail to respond, provide partial, unsworn, or incomplete answers, such are not acceptable to me or to any court of law. See, Sieb's Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. Beasley v. U. S., 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as having been admitted." Also as previously referenced, "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

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Invoice # RIVCOUNTYDIS25

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INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

		Total Due:	\$100,000,000.00 U
15	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:		\$777,075,000,000.00
14			\$3,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):		\$100,000,000.00
12	 18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment): 		\$500,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:		\$11,000,000.00
10	. 18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):		\$3,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):		\$900,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:		\$100,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)		\$100,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:		\$9,000,000,000.00
5,	18 U.S. Code § 241 - Conspiracy against rights:		\$9,000,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:		\$200,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:		\$100,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony		\$1,000,000,00
1.	18 U.S. Code § 1341 - Frauds and swindle :		\$10,000,000.00

\$100,000,000.00 USD Total Due: Good Faith Discount: \$999,500,000.00 USD Total Due by 04/11/2025: \$500,000.00 USD Total Due after 04/11/2025: \$100,000,000.00 USD

EXHIBITS/ATTACHMENTS:

1.Exhibit A: 'Affidavit: Power of Attorney In Fact'

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- 2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.
- 3. Exhibit C: <u>Library of Congress Certified Copy</u> of The Public Statutes at Large of the United States of America from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public Law 73-10
- 4. Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND 8 REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and
- 5. Exhibit E: national/non-citizen national passport card #C35510079.

AGREEMENT. LICENSE/BOND #B6735991 (#RF661447751US).

- 11 6. Exhibit F: national/non-citizen national passport book #A39235161.
- 12 7.Exhibit G: AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign government, foreign 13
- 14 official, internationally protected person, international organization, secured party/ 15 secured creditor, and/or national of the United States, #RF661448964US.
- 8. Exhibit H: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 9. Exhibit I: Revocation Termination and Cancelation of Franchise. 17
- 18 10. Exhibit J: CITATION/BOND #B038555, accepted under threat, duress, and coercion, 19 with all rights reserved.
- 20 11. Exhibit K: Hold Harmless Indemnity Agreement
- 12. Exhibit L: Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD 21 'MASTER DISCHARGE AND INDEMNITY BOND,' #RF372320890US 22
- 13. Exhibit M: Affidavit and Contract and Security Agreement #RF775821397US / NOTICE 23
- OF CONDITIONAL ACCEPTANCE, CLAIM, and FRAUD, RACKETEERING, 24
- 25 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
- IDENTITY THEFT, EXTORTION, COERCION, TREASON. 26
- 27 14.Exhibit L: Affidavit and Contract and Security Agreement #RF775824416US / NOTICE
- OF DEFAULT, and NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, 28

Corey Walker (WITNESS)

-43 of 47-

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Case 5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 85 of 90 Page ID

Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025

PROOF OF SERVICE

STATE OF CALIFORNIA)

ss.

COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On **April 9, 2025**, I served the within documents:

L. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE, and NOTICE OF FRAUD,
RACKETEERING, CONSPIRACY, HARASSMENT, DEPRIVATION OF RIGHTS UNDER
COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, AND REQUEST AND
DEMAND FOR SETOFF, DISCHARGE, SETTLEMENT, CLOSURE, AND DISMISSAL

2. Exhibits A through L.

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Wesley Hsu
C/o HONORABLE WESLEY HSU
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
Registered Mail #RF775824861US with form 3811
Clerk(s), Agent(s), Fiduciary(ies), Trustee(s)
C/o CLERK OF COURT / MENIFEE JUSTICE CENTER
30755 Auld Road - D

-44 of 47-

Case 5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 86 of 90 Page ID Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025 Murrieta, California [92563] 1 Registered Mail #RF775824858US with form 3811 2 Pam Bondi C/o U.S. DEPARTMENT OF JUSTICE 3 950 Pennsylvania Avenue Washington, District of Colombia [20530-0001] 4 Registered Mail #RF775824875US with form 3811 5 Kash Patel C/o FBI Headquarters 6 935 Pennsylvania Avenue, North West Washington, District of Colombia [20535-0001] 7 Registered Mail #RF775824889US with form 3811 8 Michael Hestrin and Miranda Thomson C/o OFFICE OF THE DISTRICT ATTORNEY 9 3960 Orange Street Riverside, California [92501]
Registered Mail #RF775824892US with form 3811 10 11 Steve Bessent C/o Department of the Treasury 12 1500 Pennsylvania Avenue, North West Washington, District of Colombia [20220] 13 Registered Mail #RF77582401US with form 3811 By Electronic Service. Based on a contract, and/or court order, and/or an 14 agreement of the parties to accept service by electronic transmission, I caused the 15 documents to be sent to the persons at the electronic notification addresses listed 16 below. 17 Wesley Hsu 18 C/o HONORABLE WESLEY HSU 350 West 1st Street, Courtroom 9B, 9th Floor 19 Los Angeles, California [90012] WLH Chambers@cacd.uscourts.gov 20 Gregory D Eastwood, Robert C V Bowman, George Reves, William 21 Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell, C/o MENIFEE JUSTICE CENTER 22 30755 Auld Road - D Murrieta, California [92563] 23 ssherman@law4cops.com <u>jsinz@riversidesheriff.org</u> 24 wpratt@riversidesheriff.org 25 Pam Bondi C/o U.S. DEPARTMENT OF JUSTICE 26 950 Pennsylvania Avenue Washington, District of Colombia [20530-0001] 27 crm.section@usdoj.gov 28 Kash Patel -45 of 47-

Case	5:25-cv-00646-WLH-MAA Document 14 Filed 04/14/25 Page 88 of 90 Page ID #:637			
	Trust action/CASE NO.: SWM2303376 — Self-Executing Contract and Security Agreement — Registered Mail #RF775824858US — Dated: April 8, 2025			
1	JURAT:			
2	A notary public or other officer completing this certificate venifies only the identity of the individual who signed the			
3	State of Riverside) State of Riverside) State of Riverside) State of Riverside)			
4	County of California)			
5	,			
	6 me on the basis of satisfactory evidence to be the person(s) who appeared before me.			
7	Joyti Patel, Notary public JOYTI PATEL			
9	Print Riverside County Commission # 2407742			
10	Seal: My Comm. Expires Jul 8, 2026			
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